

**ST. GEORGE CITY COUNCIL MINUTES  
REGULAR MEETING  
AUGUST 1, 2013  
CITY COUNCIL CHAMBERS**

**PRESENT:**

Mayor Daniel McArthur  
Councilmember Jon Pike  
Councilmember Gail Bunker  
Councilmember Jimmie Hughes  
Councilmember Ben Nickle  
City Manager Gary Esplin  
City Attorney Shawn Guzman  
City Recorder Christina Fernandez

**EXCUSED:**

Councilmember Gil Almquist

**OPENING:**

Mayor McArthur called the meeting to order and welcomed all in attendance. He mentioned the following: the Finance Department is now offering E-billing to customers, construction on mile post 8 will be starting soon and that there will be a Community Action Team meeting at the Dixie Center on Tuesday, August 6<sup>th</sup> at 6 pm; items to be discussed include distracted driving and youth safety. The Pledge Allegiance to the flag was led by Councilmember Nickle, and the invocation was offered by Father John Gorman.

**RESOLUTION:**

**Consider approval of a resolution regarding the operation of the City Animal Shelter.**

Mayor McArthur stated the public forum held last night was a success. There were several subjects discussed including spice control and issues at the animal shelter. He advised, the City Council will be adopting a Resolution to change the operations at the animal shelter.

Councilmember Jon Pike read the resolution.

**MOTION:** A motion was made by Councilmember Pike to approve the resolution regarding the operation of the City Animal Shelter.

**SECOND:** The motion was seconded by Councilmember Hughes.

**VOTE:** Mayor McArthur called for a roll call vote as follows:

Councilmember Bunker - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

Councilmember Bunker thanked the public for bringing the concerns to the Council as they were unaware of any ongoing issues.

**AWARD OF CONTRACT:**

**Consider approval of an agreement with Royal T Enterprises to install a traffic signal at 250 North Red Cliffs Drive.**

City Manager Gary Esplin stated this request is part of the change to mile post 8.

Purchasing Manager Connie Hood advised there were only 2 bidders and is under the budgeted amount.

**MOTION:** A motion was made by Councilmember Bunker to approve the bid in the amount of \$193,558.05.

**SECOND:** The motion was seconded by Councilmember Hughes.

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**AWARD OF BID:**

**Consider award of bid for stone medallions and awards for the marathon.**

City Manager Gary Esplin advised this is a sole source bid with Kenworthy Signs. The cost of the keepsake medallions is included in the marathon entrance fees.

**MOTION:** A motion was made by Councilmember Hughes to award the bid to Kenworthy Signs in the amount of \$60,000.00.

**SECOND:** The motion was seconded by Councilmember Nickle.

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**AWARD OF BID:**

**Consider award of bid for a submersible pump for the Ledges #1 well.**

City Manager Gary Esplin advised only one bid was received. The pump will serve as a back up pump for the Ledges #1 well. He explained this is the only well to serve that area.

Purchasing Manager Connie hood stated proposals were sent to four bidders, this is the only one received.

**MOTION:** A motion was made by Councilmember Hughes to approve the bid in the amount of \$73,370.80.

**SECOND:** The motion was seconded by Councilmember Bunker.

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**INCENTIVE AGREEMENT AMENDMENT:**

**Consider approval of an amendment to the incentive agreement with Berry Manufacturing.**

Scott Hirschi stated the Economic Development Council helps local businesses expand. He appreciates the City's long term commitment to help businesses in the community. This will be the third agreement with Berry Manufacturing. He explained how businesses qualify for the incentive agreements.

Ross Hart with Berry Manufacturing thanked the Mayor and City Council for supporting their business. He explained over the last few years, their business has expanded.

Mayor McArthur stated he understands Berry Manufacturing can move and is thankful to them for staying in St. George keeping our citizens employed.

Councilmember Hughes asked Mr. Hirschi if he had economic benefit of the 15 jobs in this expansion.

Mr. Hirschi explained the prevailing wage in the County is \$15.00 per hour; however, Berry Manufacturing will pay above that.

**MOTION:** A motion was made by Councilmember Pike to approve the agreement as explained.

**SECOND:** The motion was seconded by Councilmember Bunker.

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

City Manager Gary Esplin explained there is already an agreement with Berry Manufacturing, this will just amend that agreement.

City Attorney Shawn Guzman advised this is actually the second amendment to the original agreement.

**FEE WAIVER:**

**Consider approval of a special event permit fee waiver and park rental fee waiver for use of Vernon Worthen Park for the Global Citizen Year Benefit Concert. Nanette Glauser, applicant.**

Nanette Glauser explained the concert will be held on Thursday, August 8<sup>th</sup> at 7:00 p.m. and will benefit the Global Citizen Year Organization.

Jeff Glauser advised the organization helps send young men and women just out of high school to foreign countries to study. They are hoping to raise \$6,000.00 to cover costs for him and another student to travel to Ecuador.

Ms. Glauser stated she is requesting a special event permit fee waiver and park rental fee waiver. They will have volunteers to set up, take down and clean. The performer will be singing in the gazebo.

**MOTION:** A motion was made by Councilmember Bunker to approve the special event permit fee waiver and park rental fee waiver.

**SECOND:** The motion was seconded by Councilmember Hughes.

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

Mayor McArthur invited the young adults in the audience to introduce themselves.

**AGREEMENT:**

**Consider approval of a construction agreement with Dream Weaver Specialties to create artistic monuments.**

Marc Mortensen advised there was a presentation last year made to the Council. The monuments have to be made on site and the Council has opted for faux stone. He is proposing to build three in this current fiscal year. Some of the monuments will be on private property. The 3 locations monuments will be on Red Hills Dr, Red Hills parkway and the third will be near the Ledges. Campbell and Associates drew the plans for free.

Councilmember Hughes stated the City has a certain eye appeal and these monuments will be a great addition to the City.

**MOTION:** A motion was made by Councilmember Hughes to approve the bid to Dream Weaver Specialties in the amount of \$55,800.00.

**SECOND:** The motion was seconded by Councilmember Nickle.

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**AGREEMENT:**

**Consider approval of an agreement with H.W. Lochner, Inc. to design roundabouts for the intersections of 400 East Tabernacle and 600 West Tonaquint Drive.**

City Manager Gary Esplin advised these items are included in the current budget.

**MOTION:** A motion was made by Councilmember Pike to approve the agreement in the amount of \$74,124.53.

**SECOND:** The motion was seconded by Councilmember Bunker.

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**APPROVAL OF MINUTES:**

**Consider approval of the minutes of the City Council meeting held June 20, 2013.**

**MOTION:** A motion was made by Councilmember Bunker to approve the minutes for June 20, 2013 as presented.

**SECOND:** The motion was seconded by Councilmember Hughes.

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**APPROVAL OF MINUTES:**

**Consider approval of the minutes of the City Council meeting held June 27, 2013.**

**MOTION:** A motion was made by Councilmember Nickle to approve the minutes for June 27, 2013 as presented.

**SECOND:** The motion was seconded by Councilmember Hughes.

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

Mayor McArthur called for a five minute recess.

**PUBLIC HEARING/ZONE CHANGE/ORDINANCE:**

**Public hearing to consider a zone change from Mining & Grazing and A-1 to R-1-10 on 53.4 acres and to R-1-8 on 21.6 acres located north of Crimson Ridge Drive and east of 3000 East Street. Development Solutions, applicant.**

Craig Harvey presented ariel maps and stated the project will be known as "The Arbors". Staff and Planning Commission recommend approval. The proposal is within the limits of the current General Plan for this area. He advised the drainage will drain towards Crimson Ridge Drive rather than going northward.

Councilmember Hughes advised there was not much public comment at the Planning Commission meeting. He hopes that the issues can be mitigated with future property owners.

Mr. Harvey advised all final plats will be required to have notification that state there is a possibility of noise, odors and flies.

City Manager Gary Esplin stated there may be issues in the future with adjacent property owners.

Mayor McArthur opened the public hearing. There being no public comment, he closed the public hearing.

**MOTION:** A motion was made by Councilmember Bunker to approve zone change to R-1-10 on 53.4 acres and R-1-8 on 21.6 acres based on the recommendations of the Planning Commission and the fact that there really cannot be anything else on that property.

**SECOND:** The motion was seconded by Councilmember Nickle.

**VOTE:** Mayor McArthur called for a roll call vote as follows:

Councilmember Bunker - aye  
Councilmember Nickle - aye



Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**PUBLIC HEARING/ZONE AMENDMENT/ORDINANCE:**

**Public hearing to consider an amendment to the Planned Development Commercial zone for Star Nursery located at 1335 S. Dixie Drive by adding "the sale of decorative rock and gravel" to the list of permitted uses in this zone. Star Nursery, applicant.**

Ray Snyder advised the applicant is requesting to add the sale of decorative rock and gravel be listed as a permitted use. Planning Commission recommends approval.

Keena Tanner with Star Nursery stated they will have approximate 3-4 loads a day. They anticipate the business to move from the Sunset store to the Dixie store.

Councilmember Bunker inquired if there have been any complaints regarding issues at the Sunset store.

City Manager Gary Esplin stated there are not many homes near the Dixie Drive store.

Ms. Tanner stated this location is more spacious than their Sunset store, therefore, maneuverability will be better.

Mayor McArthur opened the public hearing. There being no public comment, he closed the public hearing.

**MOTION:** A motion was made by Councilmember Hughes the amendment to the Planned Development Commercial zone to include decorative rock sales and gravel.

**SECOND:** The motion was seconded by Councilmember Pike.  
**VOTE:** Mayor McArthur called for a roll call vote as follows:

Councilmember Bunker - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**PUBLIC HEARING/CODE AMENDMENT/ORDINANCE:**

**Public hearing to consider an amendment to Title 10, Chapter 7B, St. George City Code, to provide for lot-size averaging in the R-1-8 zone.**

Ray Snyder advised this request is to add lot size averaging to the R-1-8 zone. The language will be added to item b. and will say: "except that in the R-1-8 zone no lot size shall be reduced to less than eighty percent (80%) of standard lot size and no lot width shall be less than sixty-five (65) feet". He explained a new item will also be added: g. Not more than half of the proposed lots within the subdivision may be less than the zone's standard lot size, unless approved by the City Council after considering the recommendation from the Planning Commission." He explained the Planning Commission recommended that for the R-1-8 zone, the overall density cannot exceed 3.7 dwelling units per acre. In addition, the concept of lot-size averaging allows for a mix of lot and home sizes and therefore can provide housing choices to meet a broad range of needs. Item "g" was added after discussion with Planning Commission regarding the possible abuse of the lot size averaging concept by having a few very large lots and many small lots.

Mayor McArthur opened the public hearing. There being no public comment, he closed the public hearing.

**MOTION:** A motion was made by Councilmember Nickle to approve the code amendment.

**SECOND:** The motion was seconded by Councilmember Bunker.  
**VOTE:** Mayor McArthur called for a roll call vote as follows:

Councilmember Bunker - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**ADJOURN TO CLOSED SESSION:**

**MOTION:** A motion was made by Councilmember Pike to adjourn to a closed session to discuss personnel and potential litigation.  
**SECOND:** The motion was seconded by Councilmember Nickle.  
**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**RECONVENE AND ADJOURN:**

**MOTION:** A motion was made by Councilmember Bunker to reconvene and adjourn.  
**SECOND:** The motion was seconded by Councilmember Pike.  
**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

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Christina Fernandez, City Recorder

**DRAFT**Agenda Item Number : **2A**

## Request For Council Action

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**Date Submitted** 2013-07-29 08:40:12**Applicant** Cameron Cutler**Quick Title** 250 North Red Cliffs Drive Traffic Signal**Subject** Consider approval of an agreement with Royal T Enterprises to install a traffic signal at 250 North Red Cliffs Drive.**Discussion** There were two bidders. Royal T was the highest bidder, but is a local contractor and was within 5% of the low bid. As provided for in the City Statutes, they were give the option of matching the low bid and they did.**Cost** \$193,558.05**City Manager Recommendation** Recommend approval. This is part of the traffic improvement plan for River road.**Action Taken****Requested by** Larry H. Bulloch**File Attachments** [Bid Tab and Royal T Letter.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Bid Tab and Royal T Letter.pdf](#)



2244 East 40 North  
St. George, Utah 84790  
435 627-8414 / Fax 435 627-8414  
royaltenterprise@live.com

July 17, 2013

City of St. George  
175 East 200 North  
St. George, Utah 84770

RE: Zion Factory Stores Traffic Signal Project  
Inquiry # 13-0018

Dear Cameron H. Cutler, P.E, and Connie Hood;

We are requesting that the city award Royal T Enterprises, Inc. the Zion Factory Stores Traffic signal project. According to: City Code 1-10B-4: BIDDING PROCEEDURES for Local Vendor Preference, Item G.

Royal T Enterprises, Inc. meets the requirements to qualify as a preferred local vendor and would like to take advantage of the local vendor preference.

Royal T Enterprises, Inc will match the bid amount of the bidder Hidden Peak Electric for the price of \$193,558.05.

We are attaching a bid tabulation prepared by the engineer Aron Baker P.E., Horrocks Engineers.

Thank you for addressing this matter, we look forward to working with the St. George city on this project.

Sincerely,  
Tad Griffiths  
President

Engineer's Estimate  
Horrocks Engineers

Project Manager: Aron Baker, P.E.  
Project Engineer: Paul Mogle, P.E.

Bid Opening: City of St. George Purchasing Department  
Date: July 16, 2013  
Time: 2:00 P.M.

Construction Cost Index: 0

For: Zion Factory Stores Traffic Signal  
City of St. George  
175 East 200 North  
St. George, UT 84770

Contractors  
Hidden Peak Electric  
Royal T Enterprises

Bid  
\$193,558.05  
\$194,714.50

Bidder 1

Bidder 2

Bidder 3

Zion Factory Stores Traffic Signal				Engineer's Estimate			Hidden Park Electric			Royal T Enterprises		
ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	% OF ESTIMATE	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
ROADWAY												
1	Mobilization	1	Lump Sum	\$10,000.00	\$10,000.00	\$24,130.40	\$24,130.40	241.30%	\$18,000.00	\$18,000.00	\$0.00	\$0.00
2	Traffic Control	1	Lump Sum	\$5,000.00	\$5,000.00	\$6,555.94	\$6,555.94	131.12%	\$15,000.00	\$15,000.00	\$0.00	\$0.00
3	Dust Control & Watering	1	Lump Sum	\$7,500.00	\$7,500.00	\$6,296.76	\$6,296.76	83.96%	\$2,000.00	\$2,000.00	\$0.00	\$0.00
4	SWPPP	1	Lump Sum	\$750.00	\$750.00	\$2,046.54	\$2,046.54	272.87%	\$3,000.00	\$3,000.00	\$0.00	\$0.00
5	Roadway Excavation (Plan Quantity)	71	cu yds	\$10.00	\$882.00	\$27.99	\$1,967.29	233.25%	\$100.00	\$7,100.00	\$0.00	\$0.00
6	Type II Road Base - 4" Thick (Neat Line)	41	cu yds	\$35.00	\$1,435.00	\$104.95	\$4,302.95	299.86%	\$50.00	\$2,050.00	\$0.00	\$0.00
7	Asphalt Mix (AC-30) - 2" Thick (Neat Line)	3274	sq ft	\$4.00	\$13,096.00	\$3.13	\$10,247.62	78.25%	\$5.00	\$16,370.00	\$0.00	\$0.00
8	Concrete Sidewalk	707	sq ft	\$5.50	\$3,888.50	\$2.86	\$2,022.02	52.00%	\$0.00	\$3,535.00	\$0.00	\$0.00
9	Concrete Sidewalk - Colored	287	sq ft	\$6.50	\$1,865.50	\$4.45	\$1,277.15	68.46%	\$5.50	\$1,578.50	\$0.00	\$0.00
10	Standard Curb & Gutter (Type HB30-7)	264	ft	\$15.00	\$3,960.00	\$19.08	\$5,037.12	127.20%	\$22.00	\$5,808.00	\$0.00	\$0.00
11	Standard 6" Cross Gutter	1	Each	\$4,000.00	\$4,000.00	\$3,816.23	\$3,816.23	95.41%	\$5,000.00	\$5,000.00	\$0.00	\$0.00
12	Reconstruct Valve Box	1	Each	\$500.00	\$500.00	\$877.74	\$877.74	175.55%	\$500.00	\$500.00	\$0.00	\$0.00
13	Brick Wall	135	sq ft	\$25.00	\$3,375.00	\$27.87	\$3,762.45	111.48%	\$30.00	\$4,050.00	\$0.00	\$0.00
14	Corner Pedestrian Ramp	2	Each	\$1,500.00	\$3,000.00	\$1,272.08	\$2,544.16	84.81%	\$2,000.00	\$4,000.00	\$0.00	\$0.00
15	Corner Pedestrian Ramp - Colored	2	Each	\$1,500.00	\$3,000.00	\$1,526.49	\$3,052.98	101.76%	\$2,000.00	\$4,000.00	\$0.00	\$0.00
16	Pedestrian Ramp - Colored	2	Each	\$1,500.00	\$3,000.00	\$268.86	\$1,653.72	55.12%	\$1,000.00	\$2,000.00	\$0.00	\$0.00
17	Curb Inlet with Double Grate	1	Each	\$3,500.00	\$3,500.00	\$3,598.99	\$5,353.99	153.83%	\$3,000.00	\$3,000.00	\$0.00	\$0.00
18	Polishing Existing Utility	10	Hourly	\$150.00	\$1,500.00	\$114.68	\$1,146.80	76.45%	\$250.00	\$2,500.00	\$0.00	\$0.00
19	Remove Catch Basin	1	Each	\$500.00	\$500.00	\$1,049.46	\$1,049.46	209.69%	\$500.00	\$500.00	\$0.00	\$0.00
20	Remove / Replace Landscaping	1	Lump Sum	\$3,300.00	\$3,300.00	\$1,049.22	\$1,049.22	31.79%	\$1,000.00	\$1,000.00	\$0.00	\$0.00
21	Remove Asphalt	1921	sq ft	\$0.50	\$960.50	\$1.12	\$2,151.52	224.00%	\$1.00	\$1,921.00	\$0.00	\$0.00
22	Remove Sign	2	Each	\$50.00	\$100.00	\$139.73	\$279.46	279.46%	\$250.00	\$500.00	\$0.00	\$0.00
23	Remove Sidewalk	1668	sq ft	\$1.50	\$2,502.00	\$2.80	\$4,670.40	186.67%	\$1.00	\$1,668.00	\$0.00	\$0.00
24	Remove Curb & Gutter	434	ft	\$1.50	\$651.00	\$7.00	\$3,038.00	466.67%	\$1.00	\$434.00	\$0.00	\$0.00
25	ATMS System	1	Lump Sum	\$23,000.00	\$23,000.00	\$17,778.68	\$17,778.68	77.30%	\$15,000.00	\$15,000.00	\$0.00	\$0.00
26	Signs	4	Each	\$150.00	\$600.00	\$381.54	\$1,526.16	254.36%	\$300.00	\$1,200.00	\$0.00	\$0.00
27	Traffic Signal System - Red Cliffs Drive and Zion Factory S	1	Lump Sum	\$48,000.00	\$48,000.00	\$60,827.40	\$60,827.40	126.72%	\$56,000.00	\$56,000.00	\$0.00	\$0.00
28	Installation of City-Furnished Material	1	Lump Sum	\$10,000.00	\$10,000.00	\$12,581.15	\$12,581.15	125.81%	\$15,000.00	\$15,000.00	\$0.00	\$0.00
29	Remove Pavement Marking	1	Lump Sum	\$1,500.00	\$1,500.00	\$2,289.74	\$2,289.74	152.65%	\$2,000.00	\$2,000.00	\$0.00	\$0.00
TOTAL BASE BID					\$161,635.50		\$193,558.05			\$194,714.50		\$0.00

SUBMITTED BID:

TOTAL PERCENT OF ESTIMATE:

\$193,558.05

\$194,714.50

119.75%

I hereby certify that this is a true and correct Bid Tabulation for the  
Zion Factory Stores Traffic Signal



Aron Baker, P.E.

**DRAFT**Agenda Item Number : **2B**

## Request For Council Action

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**Date Submitted** 2013-07-26 11:02:06**Applicant** C. Hood**Quick Title** Sole Source Bid Award**Subject** Specialty Marathon Stone Medallions and Awards**Discussion** Kenworthy Signs is the only manufacturer of these stone medallions and trophies. We have used them in the past and they have created these awards of stone materials unique to the area.**Cost** \$60,000**City Manager Recommendation** Recommend approval. Always a hit with the runners in the Marathon. Entrance fees cover the cost for these medallions.**Action Taken****Requested by** Kami Ellsworth**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments** Cost is comparable to last years pricing.

**DRAFT**Agenda Item Number : **2C**

## Request For Council Action

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**Date Submitted** 2013-07-25 16:41:05**Applicant** C. Hood**Quick Title** Bid Award**Subject** 800 GPM Suubmersible Pump**Discussion** The 304 SS (stainless steel) pump is a backup pump for the Ledges #1 well. The one currently being used will require some maintenace and will be sent out for repair and rebuild.**Cost** \$73,370.80**City Manager  
Recommendation** Recommend approval.**Action Taken****Requested by** Kirk Klotz/Water**File Attachments****Approved by Legal  
Department?****Approved in Budget?** **Amount:****Additional Comments** This was a formal bid that was sent out to 4 suppliers and also advertised on the City website. We only received a single response from Gardner Bros. Drilling.

**DRAFT**Agenda Item Number : **3A**

## Request For Council Action

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**Date Submitted** 2013-07-16 14:49:29**Applicant** Development Solutions, Stacy Young, rep**Quick Title** Public Hearing & Ord for zone change, M&G and A-1 to R-1-10 & R-**Subject** Consider a request for a zone change from Mining & Grazing and A-1, Agricultural to R-1-10 on 53.4 acres and to R-1-8 on 21.6 acres. The parcels are generally located north of Crimson Ridge Drive and east of 3000 East Street in the Little Valley area.**Discussion** The area east of 3000 East Street has generally not been irrigated farm land and this is the area where Development Solutions proposes a new subdivision with both R-1-10 and R-1-8 zoning. The applicant indicates they would likely use the lot-size averaging concept to provide for a range of home sizes. The proposed site is separated from existing large lot subdivisions. The PC recommends approval. This general concept was presented in a joint PC & CC work meeting on April 25, 2013 by Stacy Young. The PC recommends approval of the zone change.**Cost** \$0.00**City Manager Recommendation** Follows General Plan and PC recommends approval.**Action Taken****Requested by** Bob N**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**



# Zone Change

PLANNING COMMISSION AGENDA REPORT: 07/09/2013  
CITY COUNCIL SET DATE: 07/11/2013  
CITY COUNCIL MEETING: 08/01/2013

## ZONE CHANGE

### **The Arbors**

Case No. 2013-ZC-007

**Request:** To rezone an A-1 (Agricultural) parcel and two Mining and Grazing parcels to R-1-8 (Single-Family Residential – 8,000 s.f. minimum lot size) on 21.6 acres and R-1-10 (Single-Family Residential – 10,000 s.f. minimum lot size) on 53.4 acres. The property is generally located north of Crimson Ridge Drive and east of 3000 East.

**Applicant:** Development Solutions Inc.  
113 East 200 North #2  
St. George, Utah 84770

**Representative:** Mr. Stacy Young

**Area:** 75.0 acres

**Current Zone(s):** A-1 (Agricultural) & Mining and Grazing (M-G)

**General Plan:** LDR - Low Density Residential (Up to 4 du/acre)

**Density:** Up to 4.0 du/acre

**Adjacent zones:** North: A-1 (Agricultural)  
East: A-1 (Agricultural)  
South: Mining & Grazing (M-G)  
West: R-1-12 (Single-Family Residential)

**Project:** This project will be known as ‘The Arbors’

**Comments:** Staff recommends that the City Council carefully consider this proposal and determine if it is in the best interest of the City and area. This proposal is within the limits of the current General Plan for this area.

**P.C.:** The Planning Commission **recommends approval (6-0).**





RE-12.5

3000 E.S.

A-1

R-1-10  
2013-ZC-007

R-1-10  
PROPOSED

R-1-12

R-1-10 - PROPOSED

R-1-10  
2013-ZC-007

Mining\_Grazing

R-1-8  
2013-ZC-007

R-1-8  
PROPOSED

CARMINE DR

R-1-12

R-1-8

R-1-10

C-2

2950 E ST

2880 E ST



**DRAFT**Agenda Item Number : **3B**

## Request For Council Action

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**Date Submitted** 2013-07-16 14:38:36**Applicant** Star Nursery**Quick Title** Public Hearing & Ord for PD Zone amendment**Subject** Consider a proposed amendment to the Planned Development Commercial zone for Star Nursery at 1335 So. Dixie Drive to add "the sale of decorative rock and gravel" to the permitted uses list.**Discussion** Star Nursery recently acquired the former Plant World Nursery on south Dixie Drive and would like to add the sale of decorative rock and gravel to their business operation. Because this location is a PD Commercial zone and 'rock sales' was not part of the Plant World approval it is now seeking this amendment to their facility. Star Nursery has a plan to reduce rock litter on the street by removing loose rock prior to entering Dixie Drive (on-site rumble strip and staff cleaning). The PC recommends approval of the PD Zone amendment to allow for the proposed rock sales.**Cost** \$0.00**City Manager Recommendation** Seems to fit the uses in the area. Planning Commission recommends approval.**Action Taken****Requested by** Bob N**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

# Zone Change Amendment

PLANNING COMMISSION AGENDA REPORT: 07/09/2013  
CITY COUNCIL SET DATE: 07/11/2013  
CITY COUNCIL MEETING: 08/01/2013

## ZONE CHANGE (PUBLIC HEARING)

### **Star Nursery**

Case No. 2013-ZC-008

**Request:** To amend the planned development zone to add the sale of decorative rock and gravel to the list of permitted uses.

**Applicant:** Star Nursery  
1335 S Dixie Drive  
St. George, Utah 84770

**Representative:** Ms. Keena Tanner  
Star Nursery

**Engineer:** Mr. Rob Reid  
Rosenberg Associates  
352 E Riverside Drive  
St George, Utah 84770

**Area:** 7.30 acres

**Address:** The property is located at 1335 South Dixie Drive between Dixie Drive and the Santa Clara River.

**Current Zone:** PD-C (Planned Development Commercial)

**General Plan:** COM (Commercial)

**Adjacent zones:** The zoning is PD-C to the south and southwest, but to the north and west it is County area (outside of City zoning). To the east is the Santa Clara River.

**Comments:** The site consists of a two lot commercial subdivision recorded as "Lilywhite's Plant World" (#808305). Lot 1 currently operates as a plant nursery. The applicant proposes that Lot 2 which is a vacant commercial pad be improved with Dixie Drive access.

**Narrative:** The applicant has provided a narrative (attached) entitled "Dixie Drive Planned Development Stare Nursery" dated June 17, 2013.

**Land Uses:** Originally annexed into the City in approximately 1998 as part of the Kay Traveler Development. The original document contained 106 proposed uses (see attachment), but did not include a nursery. In 2001 the PD-C was amended to include a plant nursery as a permitted use. This new 2013 amendment request is to add the sale of decorative rock and gravel.

**Site Use:** It's proposed to maintain the nursery on Lot1 and Lot 2 will be filled, graded, and improved (see site plan) to accommodate a rock and gravel sales operation. Concrete block display bins will be added along with a truck scale, paving, security fencing, and landscaping. No additional buildings are proposed. The existing office – warehouse will be used as a rock yard office.

**P.C.:** The Planning Commission recommends approval.

## **Dixie Drive Planned Development Star Nursery**



**ROSENBERG**  **ASSOCIATES™**  
CIVIL ENGINEERS LAND SURVEYORS

352 East Riverside Drive  
St. George, Utah 84790  
**Rob Reid - Project Engineer**

June 17, 2013

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# **1 General Information**

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## **1.1 Purpose**

This narrative and the accompanying documents are submitted to fulfill the requirements for amending a planned development zone in the City of St. George. The zone is being amended to add the sale of decorative rock and gravel to the list of permitted uses.

## **1.2 Identification of Applicant**

The applicant/developer is as follows:

Star Nursery  
C/o Keena Tanner  
1335 S. Dixie Drive  
St. George, Utah 84770

Phone: (435) 668-1711

## **1.3 General Location**

The project site contains 7.30 acres of land located at 1335 S. Dixie Drive between Dixie Drive and the Santa Clara River, approximately 0.5 mile north of the Tonaquint Cemetery. The site was formally known as Plant World.

## **1.4 Existing Site Conditions**

The existing site consists of a two lot commercial subdivision recorded as Lillywhite's Plant World, Recorded No. 808305 at the Washington County Recorder's Office. Lot 1 is currently operating as a plant nursery; Lot 2 is a vacant commercial pad. Lot 2 has a partially finished access to Dixie Drive.

## 2 Zone Amendment Information

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### 2.1 Land Use

The site is currently zoned as Planned Development (PD) Commercial, and was originally annexed into the City of St. George as part of the Kay Traveller Planned Development.<sup>1</sup> The original document listed 106 proposed commercial users, but did not include a plant nursery or the sale of decorative rock and gravel. In 2001, the PD Commercial Zone was amended to add a plant nursery as a permitted use<sup>2</sup>. This zone amendment requests that the PD Commercial Zone be amended to include the sale of decorative rock and gravel on the list of users.

### 2.2 Proposed Site Use

Lot 1 of the commercial subdivision is proposed to maintain its use as a plant nursery. Lot 2 is proposed to be filled and graded to accommodate the operation of a decorative rock and gravel sales area. The area will have concrete block display bins for varying types of decorative rock and a truck scale for weighing the rock loads. The current loading dock will be relocated to the west of side of the dock area. The rock storage and loading areas will be will be paved with asphalt and fenced for security. The rock display bins will have a watering system for dust control. The route to the Dixie Drive access from the rock sales area will be from the loading dock to the south. This routing provides some distance for rock loads to stabilize before entering onto Dixie Drive.

Refer to the Rock Sales Site Plan, included with the zone amendment application submittal package, which outlines the decorative rock sales area and vehicle circulation.

### 2.3 Proposed Buildings

No additional buildings are proposed to be constructed on the site. The existing office/warehouse building will be converted to a rock yard office.

### 2.4 Proposed Landscape Areas

The site sits below Dixie Drive with a landscaped slope along its frontage. The existing landscape theme on the frontage of Lot 1 is proposed to be continued along the Lot 2 frontage.

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<sup>1</sup> Petition for annexation document, dated August 14, 1997, approved by the St. George City Council on January 8, 1998.

<sup>2</sup> Amendment to PD Zone – Lillywhite Plant World, approved by the St. George City Council on September 21, 2001.

A landscape strip is proposed to be installed along the east side of the interior road to provide a buffer from the rock sales and loading area. Landscaping will be installed along the pedestrian trail frontage. The proposed landscape areas are illustrated on the Rock Sales Site Plan.

## **2.5 Proposed Utilities**

The rock sales area is not anticipated to require any additional utilities. Power, water, and irrigation will be connected to the existing systems from the plant nursery. The existing utility stubs and connections constructed for Lot 2 will be capped and marked, such that if needed in the future, there will be the ability to provide independent utilities to Lot 2.

## **2.6 Project Lighting**

No additional lighting is planned for the decorative rock sales area.

## **2.7 Emergency Vehicle Access**

Emergency vehicles currently have access from Dixie Drive at two locations and have adequate emergency vehicle turn around space in the parking area. The decorative rock sales and loading area will have two access locations. The primary location will be by the loading dock. A secondary gated access will be provided near the south property line for emergency vehicles as needed.

~ 1997/1998

LIST OF USERS FOR PUD  
K.H. TRAVELLER

1. Altering, pressing, and repairing of wearing apparel
2. Amusement enterprises
3. Antique, import or souvenir shop
4. Athletic and sporting goods store, excluding sale or repair of motor vehicles, motor boats or motors
5. Automobile parts sales (new parts only)
6. Automobile rental
7. Automobile, new or used sales and service
8. Bakery manufacture limited to goods retailed on premises
9. Bank or financial institution
10. Barber Shop
11. Beauty Shop
12. Bed & Breakfast
13. Bookstore, retail
14. Bowling alley
15. Cafe or Cafeteria
16. Camera Store
17. Candy Store, confectionery
18. Carpet and rug cleaning
19. Car wash, manual spray
20. Catering establishment
21. Child Nursery
22. Church
23. Clinics, medical or dental
24. Clothing & accessory store
25. Convenience markets
26. Cycle boat, sales & service
27. Dairy produce store
28. Data Processing service and supplies
29. Delicatessen
30. Department Store
31. Drapery and curtain store
32. Drug store
33. Educational institutions
34. Electrical and heating appliances and fixtures sales and service
35. Electronic equipment sales and service
36. Employment agency
37. Fabric and textile store
38. Farm implement sales
39. Fence, sales and service
40. Film, exchange establishment
41. Florist shop
42. Fruit Store (enclosed)
43. Furniture sales and repair
44. Gift store
45. Government buildings or uses, non-industrial
46. Grocery store
47. Hardware store
48. Health club

49. Health food store
50. Hobby and crafts store
51. Hotel
52. Household appliance sales and incidental service
53. Ice cream parlor
54. Insurance agency
55. Interior decorating and designing establishment
56. Janitor service and supply
57. Jewelry store sales and service
58. Legal office
59. Library
60. Locksmith
61. Lodge or social hall
62. Medical office
63. Mobile home sales lot and service
64. Monument works and sales
65. Mortuary/Mausoleum
66. Motel
67. Museum
68. Music Store
69. Mental health treatment center
70. Needlework, embroidery or knitting store
71. Newsstand
72. Office supply, office machines sales and service
73. Optometrist, optician or oculist
74. Paint or wallpaper store
75. Park and playground
76. Penny arcade
77. Pest control and extermination
78. Pet and pet supply store
79. Pharmacy
80. Photographic supplies
81. Physician or surgeon office and clinic
82. Popcorn or nut shop
83. Post Office
84. Professional office
85. Radio and television sales and service
86. Real estate agency
87. Reception center or wedding chapel
88. Recreation center
89. Restaurant
90. Restaurant, drive-in
91. Roller skating rink
92. Shoe repair or shoe shine shop
93. Shoe store
94. Sign sales (small)
95. Supermarket
96. Telegraph office
97. Theater, indoor
98. Tire sales and service
99. Toy store, retail
100. Trailer sales and service
101. Travel Agency
102. Used Car Lot

- 103. Variety Store
- 104. Vegetable stand
- 105. Wholesale business
- 106. Wig sales, retail
- 107.
- 108.
- 109.
- 110.



He said that 300 participants was less than they had expected and asked if a tent could be erected in the parking lot for more space.

Mr. Gierisch said he had not met with Chief Stratton, but had met with Steve Despain. Chief Stratton came to the podium and said he could approve of the activity as it was originally proposed with 19 security guards instead of 12-15 and the police would have to check the tent to see if it would be approved or not. Chief Stratton also felt the Chief of Security should be on site at all times.

In the matter of the tent, Mayor asked that we err on the side of safety until Mr. Gierisch's company has proven themselves.

Council Member Whatcott made a motion to approve a special event permit under the original guidelines presented to the Police Department with a maximum of 300 participants. Council Member Isom seconded and the motion passed unanimously as follows:

Council Member Gardner	Aye
Council Member Allen	Aye
Council Member Isom	Aye
Council Member Orton	Aye
Council Member Whatcott	Aye

Jonathan Wright reminded Mr. Gierisch that by statute, the times of operation are 8:00 p.m. to 11:30 p.m. on Friday night and 8:00 p.m. to 12:45 a.m. on Saturday.

Seeing that it was 5:00 p.m., Mayor McArthur asked that the Council return to the public hearing portion of the agenda.

#### **PUBLIC HEARINGS**

##### **Amendment to PD Zone - Lillywhite Plant World**

Bob Nicholson asked that Council consider approval of an amendment to the PD Commercial zone for a plant nursery located west of the cemetery on Dixie Drive. He said the purpose of this amendment is to (1) add a plant nursery as a permitted use in the PD Commercial Zone original document (2) approve the elevation of Plantations Drive to Dixie Drive and the jog up to Indian Hills Drive. The property owner has agreed to build the road on their north property line. The Planning Commission recommended approval and the applicants have offered to donate a trail easement by Santa Clara River.

Council Member discussed at length the advisability of having two "T" intersections in such close proximity. They wanted to be sure before they approved the road that there was no other way to align it.

Rob Reid, Rosenberg Associates, responded to Council's questions and tried to show why he felt all other options were unfeasible.

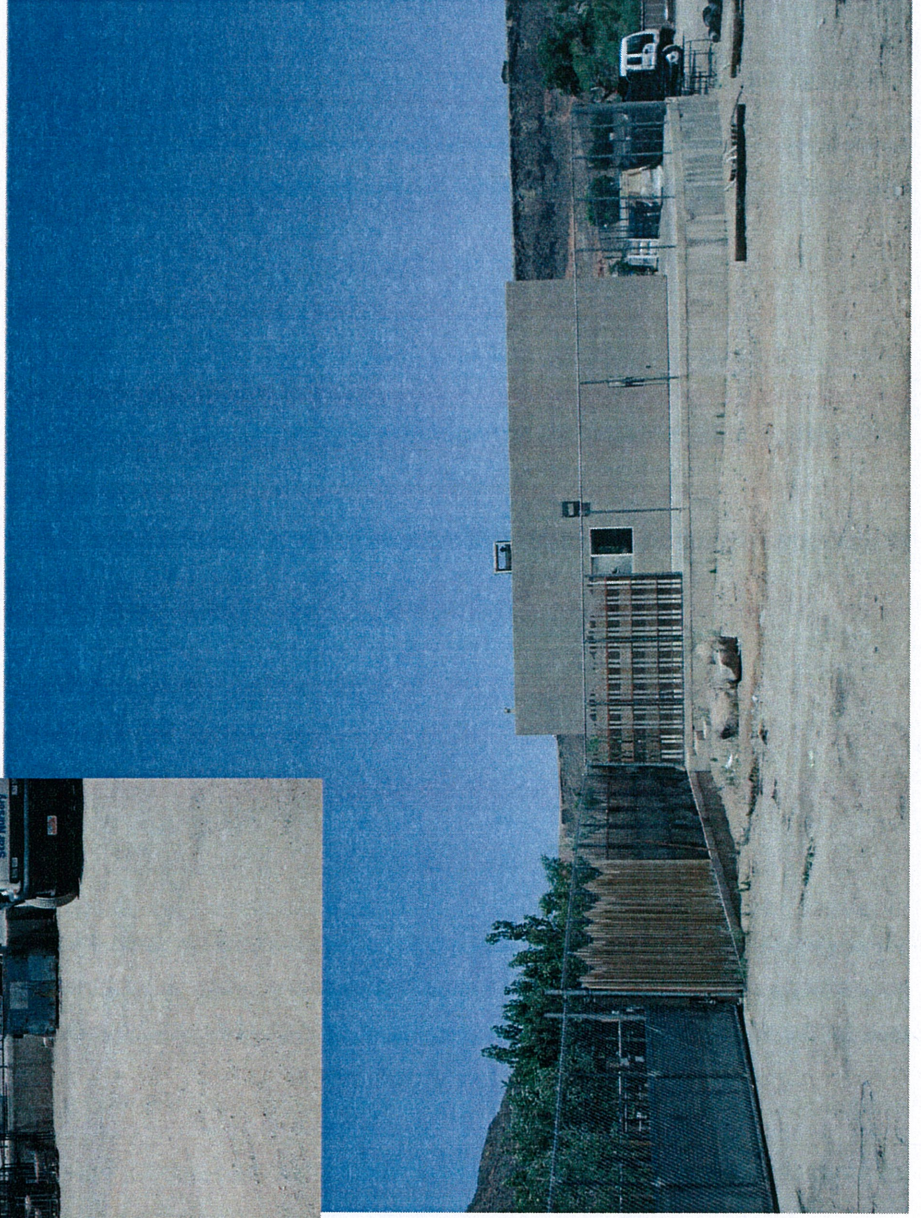
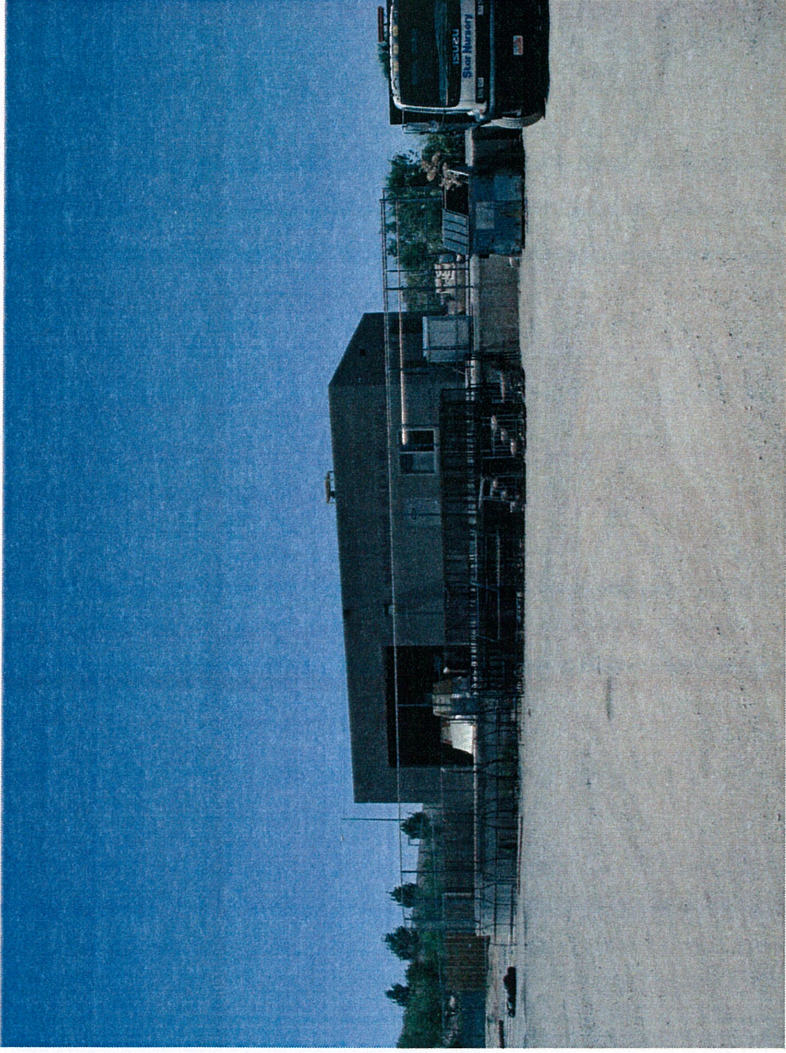
Council was still unsure and decided to go on a field trip tonight after Council meeting adjourned.

Hearing no further questions from Council, Mayor McArthur declared the public hearing open and asked if anyone had come to speak to this issue. Seeing none, he declared the public hearing closed and called for a motion.

Council Member Isom made a motion to approve, by ordinance, the amendment of a PD Planned Development Commercial Zone located west of the cemetery on Dixie Drive to include a plant nursery as a permitted use and approve the building elevation and site plan subject to a field trip by Council and authorize the Mayor to sign.

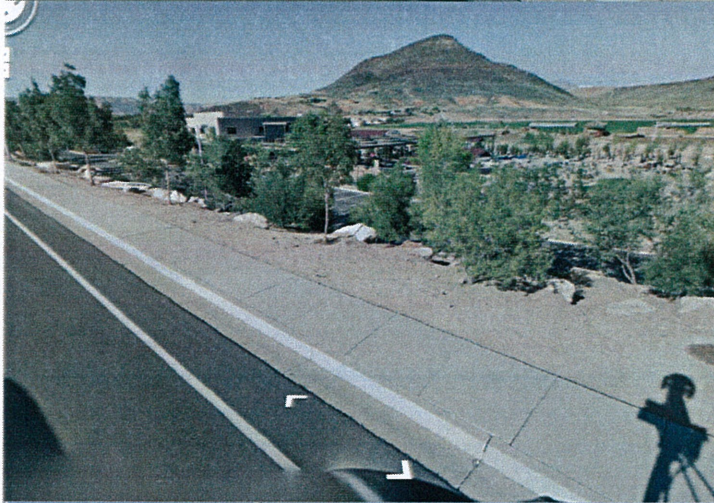


Rock Office

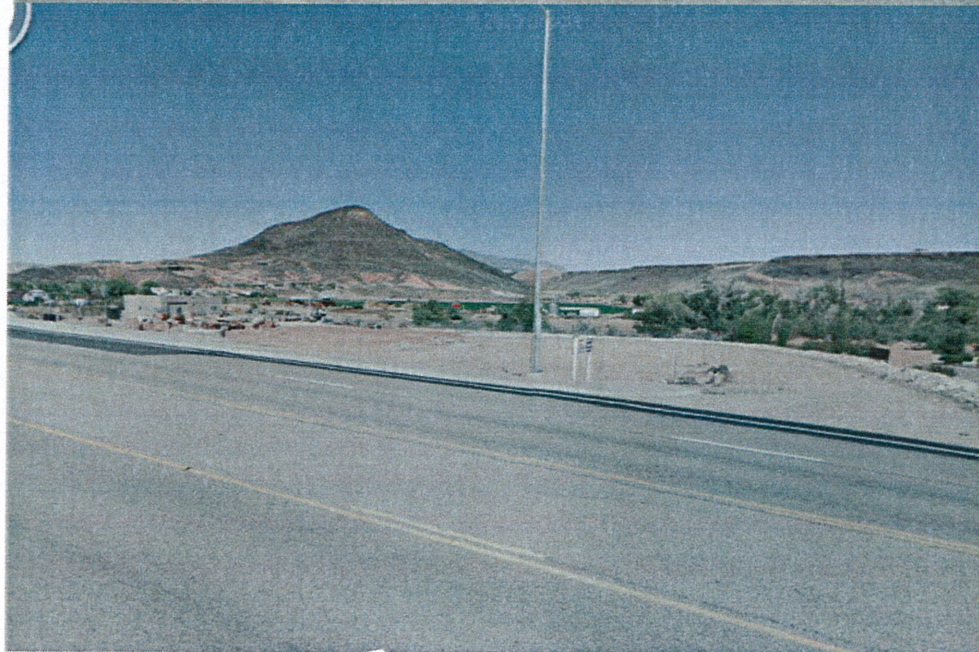




Google Earth  
Street Views  
Dixie Drive  
Star Nursery







**DRAFT**Agenda Item Number : **3C**

## Request For Council Action

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**Date Submitted** 2013-07-16 14:28:49**Applicant** City**Quick Title** Public Hearing & Ord for zoning code amendment**Subject** Consider a proposed amendment to Title 10, Zoning Regulations, Chapter 7B, Single Family Residential Zones to provide for lot-size averaging in the R-1-8 Zone.

**Discussion** This amendment would add the R-1-8 Zone to the list of zones which allow for lot-size averaging. The proposed amendment would allow lots to be 80% of the standard size (ie, 6,400 sq ft in the R-1-8 zone) with a minimum frontage of 65', PROVIDED that the overall density does not exceed 3.7 units / acre. Also added is a limitation that "not more than half of the proposed lots within the subdivision may be less than the zone's standard lot size, unless approved by the City Council, after considering the PC's recommendation". This is to prevent many small lots and a few large lots from meeting the density standard (prevent abuse of the intent of lot-size averaging). Lot-size averaging allows for a mix of lot-sizes (& home sizes & prices) thereby allowing for a mix of home choices and promoting the complete neighborhood concept where people can stay in the same neighborhood as their housing needs change. The PC recommends approval.

**Cost** \$0.00**City Manager Recommendation** PC recommends approval.**Action Taken****Requested by** Bob N**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**



## Lot Size Averaging in R-1-8 Zone Zoning Regulation Amendment

PLANNING COMMISSION AGENDA REPORT: 06/11/2013  
PLANNING COMMISSION AGENDA REPORT: 07/09/2013  
CITY COUNCIL SET DATE: 07/11/2013  
CITY COUNCIL MEETING: 08/01/2013

### AMENDMENT TO ZONING REGULATIONS; PUBLIC HEARING

Case No. 2013-ZRA-004

**Request:** Proposed amendments to Title 10 Zoning Regulations, Chapter 7B, Single Family Residential Zones, Section 10-7B-6.G, "Lot Size Averaging" to include the R-1-8 Zone."

**Applicant:** City of St George

**Background:** Currently the Zoning code (10-7B-6.G) allows for lot-size averaging in the R-1-10, R-1-12, R-1-20 and R-1-40 zones as well as in two Residential Estates zones, and the proposal is to include the R-1-8 zone in the list of zoning districts where lot-size averaging can be applied, subject to certain standards.

#### **Proposed Ordinance**

**Change (10-7b-6): "Single Family Zones; Modifying Regulations"**

#### **G. Lot Size Averaging**

1. Purpose: Lot size averaging is an alternative to traditional minimum lot size standards and encourages a mix of lot sizes within a subdivision. The overall density of the zoning district remains approximately the same, but flexibility is provided in the mix of lot sizes.

2. Standards:

- a. Lot size averaging is a permitted use within the R-1-8, R-1-10, R-1-12, R-1-20 and R-1-40 zones. Project density shall not exceed the following:

<u>R-1-8</u>	<u>3.7 du/acre</u>
R-1-10	3.2 du/acre
R-1-12	2.8 du/acre
R-1-20	1.8 du/acre
R-1-40	1.0 du/acre





- b. No lot size or lot frontage (width) shall be reduced to less than seventy percent (70%) of the required lot size or lot frontage for the applicable zoning district, except that in the R-1-8 zone no lot size shall be reduced to less than eighty percent (80%) of standard lot size and no lot width shall be less than sixty-five (65) feet
- c. Exterior or perimeter lots shall be consistent with abutting developed lots when platting a new subdivision.
- d. Lot size averaging shall apply to new subdivisions and not to existing recorded plats.
- e. Smaller lots shall be dispersed throughout the subdivision rather than congregated together.
- f. Subject to approval of the Planning Commission and City Council, open space and/or trail easements may be included in the subdivision density calculations for the purpose of complying with subsection G.2.a of this section.
- g. Not more than half of the proposed lots within the subdivision may be less than the zone's standard lot size, unless approved by the City Council after considering the recommendation from the Planning Commission.

**Comments:**

- 1. For the R-1-8 zone, the overall density cannot exceed 3.7 dwelling units per acre. This was determined by averaging the density in 14 subdivisions (final plats) and the average density in those 14 plats was 3.7 du/acre.
- 2. The concept of lot-size averaging allows for a mix of lot and home sizes and therefore can provide housing choices to meet a broad range of needs, from the entry level, to larger family homes and also for smaller homes that may meet the needs of 'empty nest' households.
- 3. Item 'g' above was added after discussion with the Planning Commission on 6/11/13 regarding the possible abuse of the lot size averaging concept by having a few very large lots and many small lots. The addition of item 'g' above to the regulations would prevent more than half of the lots from being less than the zone's standard lot size, unless approved by the PC and CC.

**PC Action:** The PC recommends approval of the proposed code amendment.

**DRAFT**Agenda Item Number : **6A**

## Request For Council Action

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**Date Submitted** 2013-07-23 19:24:12**Applicant** Berry Manufacturing**Quick Title** Amendment to the Berry Manufacturing Incentive Agreement**Subject** Consider Approval of an amendment to the Incentive Agreement with Berry Manufacturing.**Discussion** This amendment to the existing Incentive Agreement requires Berry Manufacturing to expand the existing facility by 5,000 square feet and the addition of a minimum of 10 new plating tables along with the hiring of an additional 15 employees. The \$26,000 incentive is the estimated cost of the 200 amp electrical service upgrade to accommodate the additional manufacturing capacity. All other terms remain the same.**Cost** \$0.00**City Manager Recommendation** This company continues to expand and is within our electric service area. We have an existing incentive agreement that is about to finish. This action would be to amend that agreement to help with this addition which will result in additional employees. Recommend approval pretty good return for a small investment. The owners of Berry have been invited to the meeting.**Action Taken****Requested by** Shawn Guzman**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

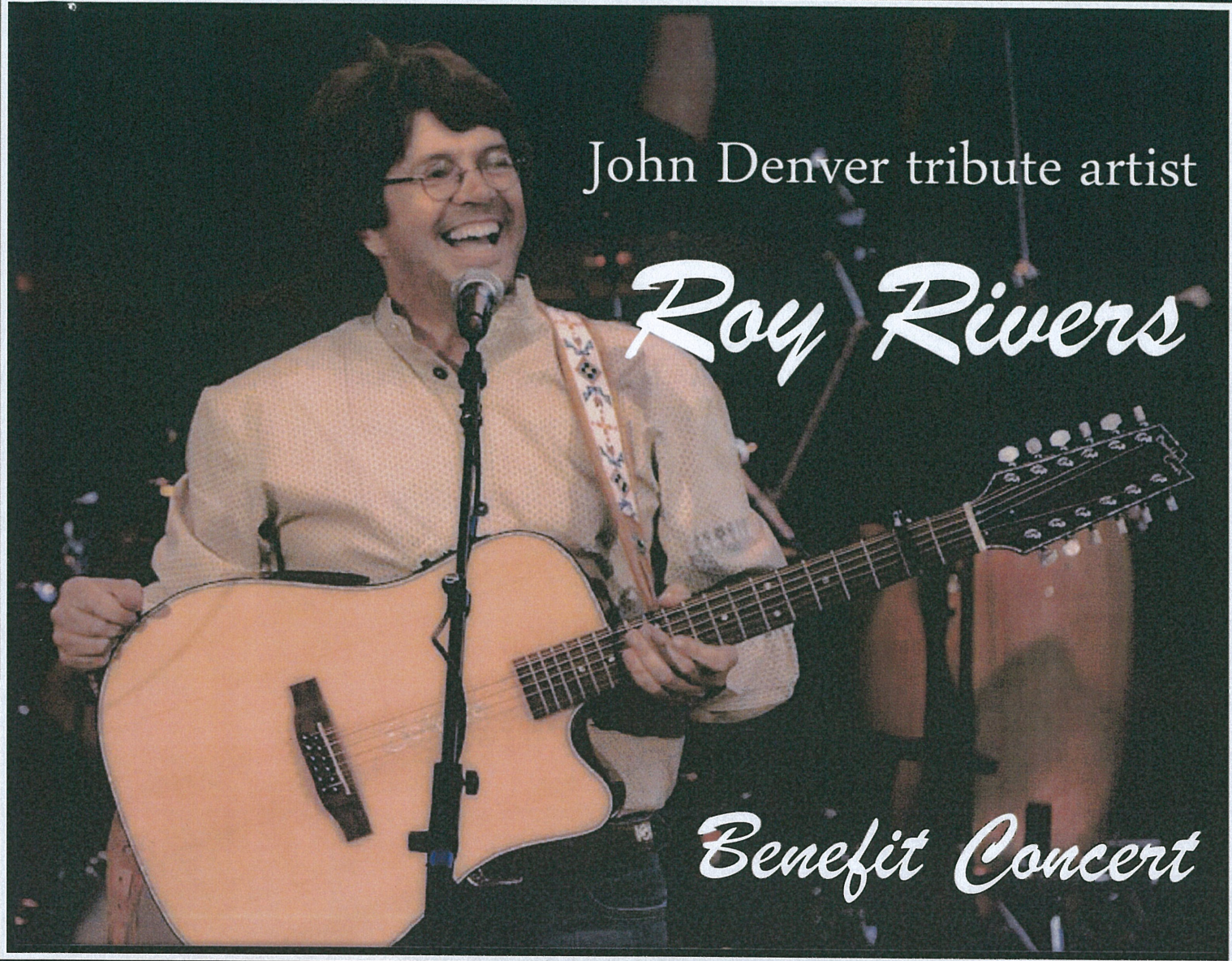
**DRAFT**Agenda Item Number : **6B**

## Request For Council Action

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**Date Submitted** 2013-07-23 09:52:58**Applicant** Nanette Glauser**Quick Title** Global Citizen Year Benefit Concert**Subject** Consider request for waiver of the special event and Vernon Worthen Park fees.**Discussion** Benefit concert to support 2 local high school seniors that have been accepted into the Global Citizen Year program.**Cost** \$0.00**City Manager Recommendation** Appears to be a worthwhile effort and shouldn't be a problem in Worthen Park.**Action Taken****Requested by** Bill Swensen**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**





John Denver tribute artist

*Roy Rivers*

*Benefit Concert*

Thursday, August 8<sup>th</sup> at 7:00 PM

Vernon Worthen Park Gazebo

Tickets: \$15 donation

Purchase Tickets at [OurBenefitConcert.wordpress.com](http://OurBenefitConcert.wordpress.com)

**Must pre-order tickets!**

**A benefit concert for Global Citizen Year**

For more info contact Jeff Glauser at 435-229-6179 or

Sarai Patterson at 435-862-1341

Or visit [OurBenefitConcert.wordpress.com](http://OurBenefitConcert.wordpress.com)



7/24/2013

Dear Mayor and City Council,

My name is Nanette Glauser. I have been a St. George resident for 20 years. Just a few months ago, I moved to Santa Clara. My son, Jeff, just graduated from Dixie High School in May. He, and another gal, Sarai Patterson, from Washington City have been accepted to participate in a humanitarian effort in Ecuador from August until April of next year--with an organization called Global Citizen Year.

As part of their curriculum, they have contracted to raise \$6,000 together towards this effort. They ask the students to create an event in order to do this. And we are holding a concert! Roy Rivers, a long-time friend and John Denver-Tribute artist is coming from Arkansas to do this concert for us! We are holding it at Vernon Worthen Park on Thursday, August 8th @7 pm (You all want to come, now don't you!!! And you can!).

I am writing to ask you if you will waive 2 fees: The Event Fee and the Parks Fee. It would help these kids so much, if they could put the money that is donated towards raising this money for Global Citizen Year. If you are curious about this organization, go to [www.globalcitizenyear.com](http://www.globalcitizenyear.com)--and look around!

Thank you for your consideration! And thank you for all that you do for St. George and the surrounding communities! We appreciate you!

Sincerely,

A handwritten signature in cursive script that reads "Nan Glauser". The ink is dark and the signature is fluid, with a large loop on the 'G' and a trailing flourish.

Nan Glauser

Jeff Glauser

Sarai Patterson

**DRAFT**Agenda Item Number : **6C**

## Request For Council Action

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**Date Submitted** 2013-07-22 16:12:49**Applicant** C. Hood**Quick Title** Contract Award**Subject** City Entry Monuments**Discussion** Creating specialized artistic monuments for 3 designated locations.**Cost** \$55,800.00**City Manager Recommendation** As has been discussed in the past with the Mayor and Council.**Action Taken****Requested by** Marc Mortensen**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments** Monuments are artist created on-site. by Dream Weaver Specialties. Contract covers labor and material. Legal is in the process of reviewing, creating and approving the contract

**DRAFT**Agenda Item Number : **6D**

## Request For Council Action

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**Date Submitted** 2013-07-18 10:38:10**Applicant** Cameron Culter**Quick Title** Roundabout Design**Subject** Consider approval of an agreement with H.W. Lochner, Inc. to design roundabouts for the intersections of 400 East Tabernacle and 600 West Tonaquint Drive.**Discussion** Cameron has negotiated this contract and reduced the fee by about \$20,000.**Cost** \$74,124.53**City Manager Recommendation** As discussed with Mayor and Council this contract is for the design of a roundabout for 400 East Tab. and one for the intersection of 600 W. Tonaquint where the road leads to Southgate golf course and south to Bloomington. Recommend approval.**Action Taken****Requested by** Larry H. Bulloch**File Attachments** [PROFESSIONAL SERVICES AGREEMENT 2.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [PROFESSIONAL SERVICES AGREEMENT 2.pdf](#)

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and H.W. Lochner, Inc., with offices at 113 East 200 North #3, St. George, Utah 84770 (hereinafter called "CONSULTANT").

### WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide design engineering services including a complete set of plans and bid documents for the Design of the Tabernacle and 400 East and the Tonaquint Drive and 600 West Roundabouts Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated July 17, 2013, which outlines the scope of work for the PROJECT; and

WHEREAS, CITY selected CONSULTANT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

### 1. EMPLOYMENT OF CONSULTANT

- a. CONSULTANT is a professional Engineer licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- b. CONSULTANT states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- c. CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY's request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324a by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and

all costs associated with such termination, including, but not limited to, any damages incurred by CITY as well as attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

- d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or dispose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
- e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
- g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
- h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT's subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

## 2. **PROJECT SERVICES DESCRIPTION**

- a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
- c. CONSULTANT shall prepare plans and construction documents in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT**

- a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.
- b. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY, for a target date of completion set at \_\_\_\_\_, 2013.
- c. CONSULTANT shall perform its services according to the schedule upon receipt of a written Notice to Proceed from CITY. CITY may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "A".

5. **INVOICING, PAYMENT, NOTICES**

- a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractor's used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall require each subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of the both documents to CITY. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment.
- c. A "Waiver and Release Upon Final Payment" signed by CONSULTANT attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not

occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a "Waiver and Release Upon Final Payment" and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.

- d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.
- e. All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.
- f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
- g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- h. CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- j. CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE**

- a. CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion that a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in Exhibit "A". However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- b. CITY may request CONSULTANT to perform extra services not covered by Exhibit "A", and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
- c. CITY shall not be liable for payment of any extra services nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.



7. **TO BE FURNISHED BY CITY**

Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of provided information as defined in the CONSULTANTS Scope of Work.

8. **INSPECTIONS**

All work shall be subject to inspection and approval of CITY or its authorized representative.

9. **ACCURACY AND COMPLETENESS**

- a. CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
- b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
- c. Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR**

- a. CITY retains and employs CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- b. It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
- c. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
- d. CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- e. CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- f. CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be

considered to be the employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered to be employees of CONSULTANT.

- g. Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE**

- a. GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.
- b. COMMENCEMENT OF WORK: Neither CONSULTANT, his Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements, and has issued the Notice to Proceed.
- c. INSURANCE CERTIFICATES AND COVERAGE: Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
  - i. The name and address of the insured.
  - ii. CITY shall be named as a Certificate Holder.
  - iii. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
  - iv. The location of the operations to which the insurance applies.
  - v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
  - vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
  - vii. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
  - viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
  - ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
  - x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.
- d. COMPENSATION INSURANCE: CONSULTANT shall take out and maintain Worker's Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be

provided by a company authorized by the State of Utah to provide Worker's Compensation Insurance. The insurance shall include:

- i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
  - ii. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
  - iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.
- e. COMMERCIAL GENERAL LIABILITY INSURANCE:
- i. CONSULTANT shall procure, and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein.
  - ii. The Insurance Endorsement shall evidence such provisions.
  - iii. The minimum commercial general liability insurance shall be as follows:
    1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$674,000 Dollars.
    2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$2,308,400 Dollars.
    3. Broad form property damage insurance in an amount not less than \$269,700 Dollars.
  - iv. Such policy shall include each of the following coverages:
    1. Comprehensive form.
    2. Premises - operations.
    3. Explosion and collapse hazard.
    4. Underground hazard.
    5. Product/completed operations hazard.
    6. Contractual insurance.
    7. Broad form property damage, including completed operations.
    8. Independent contractors for vicarious liability.
    9. Personal injury.
    10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.
- f. PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:
- i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$2,000,000 Dollars for all work

- performed under this Agreement.
- ii. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
  - iii. If Professional Liability coverages are written on a claims-made form:
    - 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
    - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
    - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
    - 4. A copy of the policy must be submitted to CITY for review.
  - g. BUSINESS AUTOMOBILE COVERAGE:
    - i. CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than \$1,000,000 Dollars for one person and \$2,308,400 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.
    - ii. Such business automobile insurance shall include each of the following types:
      - 1. Comprehensive form, including loading and unloading.
      - 2. Owned.
      - 3. Hired.
      - 4. Non-owned.

12. **INDEMNITY AND LIMITATION**

- a. CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
  - i. death or injuries to persons or for loss of or damage to property caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
  - ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
  - iii. claims by any employee of the CONSULTANT, any subcontractor, anyone

directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

- b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed. In the case when a claim is brought or an action filed with respect to the subject of indemnity herein, CONSULTANT agrees that CITY may employ a separate attorney to appear and defend the claim or action on its own behalf at the expense of CONSULTANT. CONSULTANT shall be responsible for all costs associated with any claim, demand, action, suit or judgment including attorney fees for which they indemnify or defend CITY.
- c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

13. **DOCUMENTS**

- a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.
- b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy, and shall become the property of CITY whether the work for which they are prepared is executed or not.
- c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without

restriction or limitation on their use.

- d. CITY shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.
- e. CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS**

- a. CONSULTANT shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
- b. CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
- c. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION**

- a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
- b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.
- c. CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **SUCCESSORS AND ASSIGNS**

CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without the prior approval of CITY.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

17. **CONFLICT OF INTEREST**

- a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
- b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
- c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.



18. **NON WAIVER**

No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

19. **NOTIFICATION**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

CITY: City of St. George

175 East 200 North

St. George, Utah 84770

Attention: \_\_\_\_\_

CONSULTANT: H.W. Locher, Inc.

113 East 200 North, #3

St. George, Utah 84770

Attention: Jerry Amundsen

20. **GOVERNING LAW AND VENUE**

This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.

22. **MODIFICATION OF AGREEMENT**

CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.

23. **RESERVED LEGISLATIVE POWERS**

Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and

related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.

24. **ASSIGNMENT**

Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned, sold, transferred or otherwise disposed of to any other party, individual or entity without assigning the rights and the responsibilities under this Agreement and without prior written consent of CITY, which consent shall not be unreasonably withheld.

25. **BINDING EFFECT**

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

26. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS**

It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

27. **INTEGRATION**

This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

28. **SEVERABILITY**

If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

29. **SURVIVAL**

It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

30. **HEADINGS**

The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

31. **COUNTERPARTS**

This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.

32. **AUTHORIZATION**

The parties hereto have subscribed their names through their proper officers duly authorized as of the day and year first above written.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY and CONSULTANT effective from the day and year first written above.

CITY: City of St. George

CONSULTANT: H.W. Locher, Inc.

\_\_\_\_\_  
Daniel D. McArthur, Mayor

\_\_\_\_\_  
By: H.G. Kunzler

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christina Fernandez, City Recorder

APPROVED AS TO FORM

\_\_\_\_\_  
Paula Houston, Deputy City Attorney

# SCOPE OF SERVICES

TABERNACLE STREET & 400 EAST ROUNDABOUT  
TONAQUINT DRIVE & 600 WEST ROUNDABOUT

PREPARED FOR  
CITY OF ST. GEORGE

BY  
H. W. LOCHNER, INC.

JULY 17, 2013

## **EXECUTIVE SUMMARY**

### **EXECUTIVE SUMMARY**

H.W. Lochner Inc. was retained by the City of St. George to provide design services to retrofit two modern roundabouts at the intersections of 400 East Tabernacle and at 600 West Tonaquint Drive.

The purpose of the project is to provide a safer, free-flowing traffic condition through the intersections without requiring traffic to stop which then lessens delay and minimizes automobile collision rates and severity. Pedestrian safety is also improved at roundabout intersections.

The design for the 400 East Tabernacle intersection is assumed to be confined to the intersection area only but will include appropriate transition lengths for each of the approach streets. The 600 West Tonaquint Drive roundabout will also include curb & gutter and pavement widening improvements along the east side of 600 West with is the frontage of the Southgate Golf Course maintenance facility owned by the City of St. George.

### **PROJECT ASSUMPTIONS AND UNKNOWNNS**

The following is a list of the project assumptions and unknowns:

#### Assumptions:

- The roundabouts will be designed as single lane facilities. Approach roadways having more than one lane will transition to a single lane before entering the roundabout
- The roundabout will be situated within the existing roadway right-of-way. No right-of-way acquisition will be required
- Design and relocation of existing power facilities will be provided by the City of St. George Energy Department
- Other non-city owned utilities (i.e., natural gas, phone, fiber optic, etc.) will be relocated, if necessary, by the utility owner
- Determination of physical underground utility location depths are provided by the utility owners.
- No geotechnical analysis is necessary. Pavement thickness will be determined by comparison with recent contiguous projects
- No traffic demand modeling, intersection capacity studies, or other traffic engineering services will be necessary
- The Parks Planning Department will coordinate size and location of empty conduit to be installed throughout both project sites for the purpose of future landscaping improvements
- At this time it is not known if both project sites will be bid out together in one package or two separate projects. This scope of work and estimate assumes one combined bid package

#### Unknowns:

- The extent and location of existing underground utilities is not known.

***This document and attachments encompass the scope of services for the entire H. W. Lochner Team (Lochner) including subconsultants:***

- ***Rosenberg Associates (Topographical survey and mapping)***

### **CONTRACT**

The contract for the design services to be provided by the H.W. Lochner Team will be based on time and materials (hourly rate) terms.



## **PROJECT DESCRIPTION AND SCOPE OF WORK**

### **PROJECT DESCRIPTION**

The purpose of the project is to provide for safer, free-flowing traffic through each of the intersections without requiring traffic to stop thus lessening the delay and minimizing automobile collision rates and severity. Pedestrian safety will also be improved at the intersections through the natural slower traffic speeds and by the use of refuge islands.

### **SCOPE OF WORK :**

The following is a detailed description of the scope of work:

#### **TASK 01: INITIAL GEOMETRY LAYOUT AND KICKOFF MEETING**

##### **OBJECTIVE:**

Gather existing site topography and utility data. Develop a project base map that depicts existing improvements and physical features within the study area for use in the facility layout and design. Search right-of-way records and provide ownership and boundary information of the base map. Prepare an initial layout of the roundabout based on existing constraints and geometric design standards. Research existing utility maps. Identify and tabulate potential conflicts. Hold a project kickoff meeting with City Staff and the Lochner Team to discuss objectives, constraints, schedule, and any concerns and get buy-off of the horizontal layouts before proceeding to design.

##### **METHODOLOGY:**

Utilize existing digitized aerial topography available through the City of St. George together with a detailed field survey to create a base map of the project area showing elevation contours, existing roadway alignments and development improvements. Gather utility plans from the City's G.I.S. Department and other utility companies that cover the project area. Utilities that exist in the area will be mapped schematically. Utility information is used for cost estimating and determination of impacts created by the improvements. Using the base map generated in Task 02 and published roundabout geometric standards, provide a geometric layout of each intersection site. Identify potential conflicts with existing utilities, driveways, other existing improvements and quantify them in a table or matrix for discussion and resolution purposes. Discuss the layouts and identified conflicts in a project kickoff meeting.

##### **DELIVERABLES:**

- ◆ Project Base Map
- ◆ Project Schedule
- ◆ Geometric design (horizontal layout on an aerial image) of both intersections

#### **TASK 02: PREPARE 90% PLANS AND SPECIFICATIONS**

##### **OBJECTIVE:**

Provide plans and specification documents to the 90% completion level for City review.

##### **METHODOLOGY:**

Taking into account comments and decisions gathered from the geometry review meeting, prepare plans and specifications for review by City Staff. Using the design and layout, prepare a preliminary engineer's opinion of probable cost for budgetary use by the City.

Provide the following plan sheets for each roundabout location:

- Cover Sheet
- General Notes and Project Information
- Quantities (summary sheets)
- Typical Sections
- General Detail Sheet
- Storm Drain Details
- Demolition (Removal) Sheet
- Horizontal Control Plan
- Grading Plan

- Storm Drain/Irrigation Plan
- Utility Plan

Prepare specifications and contract documents according to City Standards. Provide a quality control and assurance review of the documents prior to submittal to the City for review. Conduct a 90% review meeting following sufficient time for the plan and document review by City Staff.

**DELIVERABLES:**

- ♦ 90% Plan Set and Specifications/Bid Documents

**TASK 03: PREPARE FINAL PLAN SET FOR ADVERTISEMENT****OBJECTIVE:**

Compile comments and decisions made during the 90% review meeting and incorporate them into a final plan set suitable for bidding by the City of St. George Purchasing Department.

**METHODOLOGY:**

Prepare a final plan set and bid document based upon final comments and decisions made during the 90% plan review meeting. Submit the plans and documents to City Staff for a final review. Hold a final review meeting to discuss any concerns or issues found during staff review. Update final cost estimate.

**DELIVERABLES:**

- ♦ Final Plan Set and Bid Documents

**TASK 04: PROVIDE ADVERTISEMENT AND BIDDING SERVICES****OBJECTIVE:**

Provide advertisement assistance as needed. Address questions from plan holders and bidders. Assist with reviewing the bids received including reviewing for correctness and approving the low bid.

**METHODOLOGY:**

Be available to answer bidder questions, review bids, prepare a final bid tabulation and recommend approval.

**DELIVERABLES:**

- ♦ Bid tabulation (abstract) and recommendation letter.

**TASK 05: PROJECT MANAGEMENT****OBJECTIVE:**

Effectively manage the scope, schedule, documentation and budget for the project.

**METHODOLOGY:****Management / Administration**

Lochner will provide management and administrative functions throughout the project design phase including accounting setup, schedule updates, project filing, invoicing and subconsultant agreements.

**DELIVERABLES:**

- ♦ Schedule Updates
- ♦ Monthly Invoices (Assume 3)

**CLIENT:** City of St. George  
**Project Number:**  
**Project Name:** Tabernacle & Tonaquint Roundabouts  
**Lochner Project #:**

**Consultant PM:** Jerry Amundsen  
**Client PM:** Cameron Cutler  
**Consultant:** H. W. Lochner, Inc.

#### LABOR

Name	Position	Hours	Actual Rate	Adjusted Rate *	Total
Jerry Amundsen	Project Manager	142	\$ 62.11	\$ 62.11	\$ 8,819.62
Brett Jensen	Project Engineer	92	\$ 45.94	\$ 45.94	\$ 4,226.48
Nick Betts	Roadway Design Engineer	256	\$ 35.16	\$ 35.16	\$ 9,000.96
Jessica Blank	Contract Support Specialist	30	\$ 26.44	\$ 26.44	\$ 793.20

\*Rate adjustment

Subtotal	520		\$ 22,840.26
Overhead		175.78%	40,148.61
Direct Labor plus Overhead			\$ 62,988.87
Fee		12.00%	7,558.66
Total Labor Cost			\$ 70,547.53

#### REIMBURSABLE EXPENSES

Miscellaneous	Postage, Freight, Supplies	\$ -
Travel	Mileage, Auto, Airfare, Meals, Lodging	22.00
Mapping/Photos/Survey	Maps, Film, Photography, Processing	-
Printing/Xerox	Copies, Printing, Plots	100.00
Telephone	Telephone, Fax	150.00
Computer	Technology Charge, Software	-
Total Reimbursable Expenses		\$ 272.00

#### SUBCONTRACTORS

Rosenbert Associates (Topographical Survey and Mapping)	\$ 3,305.00
Total Subcontractors	\$ 3,305.00

#### TOTAL

**\$ 74,124.53**

CLIENT: City of St. George  
 Project Number: 0  
 Project Name: Tabernacle & Tonaquint Roundabouts  
 Lochner Project #: 0

Consultant PM: Jerry Amundsen  
 Client PM: Cameron Cutler  
 Consultant: H. W. Lochner, Inc.

### Estimate of Person Hours

TASK NO	TASK DESCRIPTION	Jerry Amundsen Project Manager	Brett Jensen Project Engineer	Nick Betts Roadway Design Engineer	Jessica Blank Contract Support Specialist				HOURS PER TASK	TASK NO
1	Initial Geometry Layout and Kickoff Meeting	13	17	29	0	0	0	0	59	1
	Gather Data, Prepare Base Map	2	2	6						
	Prepare Horizontal Layout of Intersections	4	4	16						
	Identify and tabulate conflicts	4	8	4						
	Hold Geometry Review and Kickoff Meeting	3	3	3						
2	Prepare 90% Plans & Specs	59	50	161	0	0	0	0	270	2
	Cover Sheet (1)	1		4						
	General Notes and Information (1)	2		4						
	Quantities (summaries)	2	4	10						
	Typical Sections/Cross Section Sheets	4		12						
	Curb Detail Sheet	1		3						
	Storm Drain/Ramp Details	4		16						
	Demolition Detail Sheets	2		16						
	Horizontal Control Plans (2)	1		8						
	Grading Plans (2)	6		40						
	Storm Drain Plans (2)	4		32						
	Utility Plan	2	8	8						
	Specifications & Contract Documents	16	24							
	Prepare Initial Estimate	2	2	4						
	QC Review	8	8							
	Review meeting	4	4	4						
3	Prepare Final Plan Set for Advertisement	29	25	56	0	0	0	0	110	3
	Incorporate comments into Plans	8	8	24						
	Finalize plans for advertisement	8	4	24						
	Prepare final estimate	1	1	4						
	QC final plans/specs	8	8							
	Final Review Meeting	4	4	4						

Lochner Project #: 0

### Estimate of Person Hours

TASK	TASK DESCRIPTION	Jerry Amundsen Project Manager	Brett Jensen Project Engineer	Nick Betts Roadway Design Engineer	Jessica Blank Contract Support Specialist				HOURS PER TASK	TASK NO
4	Advertisement and Bidding Services	9	0	10	0	0	0	0	19	4
	Advertisement assistance	4		4						
	Address Bidder Questions	3		4						
	Bid Opening/approve low bid	2		2						
5	Project Management	32	0	0	30	0	0	0	62	5
	Project Set Up	8			6					
	Budget Tracking, Invoicing, Project updates	16			16					
	Project Closeout	8			8					
	Direct Labor Total Hours	142	92	256	30	0	0	0	520	



**CLIENT:** City of St. George  
**Project Number:** 0  
**Project Name:** Tabernacle & Tonaquint Roundabouts  
**Lochner Project #:** 0

**Consultant PM:** Jerry Amundsen  
**Client PM:** Cameron Cutler  
**Consultant:** H. W. Lochner, Inc.

**Reimbursable Expenses**

		Unit Cost	Unit	Quantity	Total	
<b>MISCELLANEOUS</b>	<b>509100</b>					
Supplies			LS		\$ -	
Courier		12.50	each		-	
Airborne overnight express		16.65	each		-	
Postage		0.44	each		-	
<b>Public Involvement</b>					-	
Postage		0.44	each		-	
Boards		25.00	each		-	
Misc. (refreshments)		50.00	each		-	
Advertisements in Newspaper- Display		500.00	each		-	
Meeting Rooms		100.00	each		-	
Stenographer (Court Reporter)		500.00	each		-	
Business Packets		10.00	each		-	
Hotline		40.00	month		-	
Website		40.00	month		-	
Postcards (including postage)		0.81	each		-	
Newsletters (including postage)		1.25	each		-	
Contact Cards		0.10	each		-	
<b>Subtotal</b>						<b>\$0.00</b>
<b>TRAVEL</b>	<b>509200</b>				-	
Mileage (rate effective Jul 1, 2011)		0.55	Miles	40	22.00	
Car Rental			Day		-	
Airfare			Trip		-	
Hotel			day		-	
Meals			day		-	
<b>Subtotal</b>						<b>\$22.00</b>
<b>MAPPING, PHOTOS AND SUPPLIES</b>						
Maps			each		-	
Photos and Photography supplies			each		-	
<b>Subtotal</b>						<b>\$0.00</b>
<b>REPRODUCTION</b>	<b>509500</b>					
8.5x11 BW Copies		0.05	each	600	30.00	
8.5x11 Color Copies		0.25	each		-	
11x17 BW Copies		0.10	each	600	60.00	
11x17Color Copies		0.50	each	20	10.00	
EA COPIES			each		-	
<b>Plots</b>						
Plots		1.25	linear/ft.		-	
<b>Subtotal</b>						<b>\$100.00</b>
<b>COMMUNICATION</b>	<b>509600</b>					
Phone		50.00	mo.	3	150.00	
<b>Subtotal</b>						<b>\$150.00</b>
<b>COMPUTERS</b>	<b>509700</b>					
Technology Charge			Hour		-	
Software			each		-	
<b>Subtotal</b>						<b>\$0.00</b>
<b>Total Reimbursable Expenses</b>						<b>\$272.00</b>

**ST. GEORGE CITY COUNCIL MINUTES  
REGULAR MEETING  
JUNE 20, 2013  
CITY COUNCIL CHAMBERS**

**PRESENT:**

Mayor Daniel McArthur  
Councilmember Gail Bunker  
Councilmember Jimmie Hughes  
Councilmember Gil Almquist  
Councilmember Ben Nickle  
City Manager Gary Esplin  
City Attorney Shawn Guzman  
City Recorder Christina Fernandez

**EXCUSED:**

Councilmember Jon Pike

**OPENING:**

Mayor McArthur called the meeting to order and welcomed all in attendance. The pledge allegiance to the flag was led by Aidan Peterson, scout, and the invocation was offered by Councilmember Almquist. He invited all Scouts in the audience to introduce themselves.

Mayor McArthur stated the City has firework restrictions in place. Additional information can be found on the City's website. He mentioned the Daughters of Utah Pioneers is celebrating their 75<sup>th</sup> Anniversary. He invited Haley Warner to speak.

Haley Warner presented a You Tube video which tells the story of her parents, Leslee and David Henson, who were walking along Dixie Drive in March of 2013. A distracted driver, who was texting while driving, caused an automobile accident which severely injured Leslee and caused David's death. Ms. Warner stated her family began speaking to high school students to educate them about driving distracted and put up signs in the parking lots to remind drivers that it is against the law to text and drive. She asked the City Council to put the signs around the City.

Chief Marlon Stratton stated he has met with the family. He feels it is senseless to use cell phones while driving and the Police Department is strictly enforcing the law. There is no phone call or text message that is more important than driving safely.

City Manager Gary Esplin stated the City should put the signs wherever possible.

City Attorney Shawn Guzman explained Cameron Cutler is looking into which locations would be best to install the signs.

City Manager Gary Esplin stated City policy states that while driving a City vehicle, employees are not to use their cell phones.

**TABLED ITEMS:**

Mayor McArthur announced that item 6C to consider approval of a conditional use permit to construct a detached garage to a height of up to 20' behind the home located at 538 East Los Alamos Drive in a R-1-10 zone has been tabled from the agenda.

**AWARD OF BID:**

**Consider approval of a professional agreement with Bowen Collins & Associates for engineering services for the design and construction of the SGRWR Facility Centrifuge #3 Installation Project.**

Water Services Director Scott Taylor advised this request is a professional services agreement for the design and construction management of the installation of the third centrifuge at the waste water treatment plant. Once installed and operational, the two existing centrifuges will be sent to the factory for recondition and upgrade.

**MOTION:** A motion was made by Councilmember Hughes to approve the agreement for \$32,499.00.

**SECOND:** The motion was seconded by Councilmember Almquist.

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**RESOLUTION:**

**Consider adoption of a resolution authorizing the issuance and sale by the issuer of its taxable General Obligation Refunding Bonds. Series 2013 in an aggregate principal amount of not to exceed \$9,600,000.00 and related matters.**

City Manager Gary Esplin explained significant fluctuation in the market has taken place in the last few days. He recommended approving a resolution that would authorize the sale of the bonds and create a committee consisting of the Mayor, City Manager and Finance Director to take advantage of the savings when the market levels out. The language would read "delegating to certain officers of the issuer the authority to approve the final terms and provisions of the series 2013 bonds within the parameters set forth within."

**MOTION:** A motion was made by Councilmember Almquist to adopt the resolution authorizing the committee to pursue the issuance and sale by the issuer of its taxable GO Refunding Bonds in the aggregate amount of \$9,600,000.00 and related matters in accordance with the language dictated by the City Manager.

**SECOND:** The motion was seconded by Councilmember Nickle.  
**VOTE:** Mayor McArthur called for a roll call vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

City Manager Gary Esplin commented there are several bond issues in the market that were pulled and this has been very unexpected.

**FEE WAIVER:**

**Consider approval of a fee waiver for the use of Town Square for a Dixie State University Film Program event. Matthew Black, applicant.**

Matthew Black with the Dixie State University film department explained they are making a movie about Juanita Brooks. They are requesting a fee waiver to use Town Square to hold a carnival to raise money to make the movie. The carnival will be free and will include a silent auction and raffle. The movie, directed by Phil Tuckett and produced by students, will be a feature film for DocUtah in 2015.

**MOTION:** A motion was made by Councilmember Bunker to approve the fee waiver.

**SECOND:** The motion was seconded by Councilmember Almquist.

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**FEE WAIVER:**

**Consider approval of a fee waiver for the use of Town Square for a Learning Center 20<sup>th</sup> Reunion Celebration. Debbie Justice, applicant.**

Debbie Justice, Executive Director for The Learning Center, stated they are requesting a fee waiver for the use of Town Square for their 20<sup>th</sup> reunion event. The event will be held on September 21st.

**MOTION:** A motion was made by Councilmember Hughes to approve the fee waiver.

**SECOND:** The motion was seconded by Councilmember Almquist.

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

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**SET PUBLIC HEARING:**

City Planner Ray Snyder advised that the Planning Commission, at its meeting held June 11, 2013, recommended that a public hearing be scheduled for July 11, 2013 to consider a zoning regulation amendment to Title 10, Chapter 13A, Hillside Development Overlay Zone, Section 10-13A-4 "Density and Disturbance Standards" to add paragraph #5 to provide exceptions for the realignment of existing public streets for safety reasons, and also for unmanned/unoccupied public utility facilities.

**MOTION:** A motion was made by Councilmember Bunker to set the public hearing as recommended.

**SECOND:** The motion was seconded by Councilmember Nickle.

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**FINAL PLATS:**

Project Manager Todd Jacobsen presented the final plats for Ancestor Estates Phase 2, a ten lot single family subdivision located at 2830 East 1350 South and Zion's Bank Subdivision, a two lot commercial subdivision located at 717 South River Road.

**MOTION:** A motion was made by Councilmember Almquist to approve the final plats and authorize the Mayor to sign them.

**SECOND:** The motion was seconded by Councilmember Hughes.

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**PRELIMINARY PLAT:**

Development Services Manager Wes Jenkins presented the preliminary plat for Sun River Phase 37-41 to create four phases of an eighty residential lot subdivision located south of Angel Arch Drive between Pearl Vista Drive and English Ivy Drive in the southern edge of the Sun River property, zoning is PD-R. Because of the existing topography, the developer is proposing to install a number of rock walls within the development. English Ivy Drive and Pearl Vista Drive are planned to extend in the future to the SITLA property south of Sun River. The interior streets will be thirty foot private roadways.

**MOTION:** A motion was made by Councilmember Hughes to approve the preliminary plat.

**SECOND:** The motion was seconded by Councilmember Almquist.

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**PRELIMINARY PLAT:**

Development Services Manager Wes Jenkins presented the preliminary plat for Mulberry Estates Phase 6 to create fourteen single family residential lots located at the northwest corner of the intersection 3000 East and north of Crimson Ridge Drive, zoning is R-1-2, with asphalt pavement, curb, gutter, a 10' regional trail, 6' high privacy wall, double fronting lots and a 10' landscape strip. The developer will be required to provide a deceleration lane along 3000 East. The 10' landscape strip will narrow to 5' along the deceleration lane.

**MOTION:** A motion was made by Councilmember Bunker to approve the preliminary plat.

**SECOND:** The motion was seconded by Councilmember Almquist.

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye

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Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**PRELIMINARY PLAT:**

Development Services Manager Wes Jenkins presented the preliminary plat for Rim Rock Subdivision, a one lot commercial subdivision located along River Road at approximately 250 South, zoning is PD-C. The developer is proposing to subdivide the property to create an additional lot.

**MOTION:** A motion was made by Councilmember Almquist to approve the preliminary plat.

**SECOND:** The motion was seconded by Councilmember Bunker.

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**PRELIMINARY PLAT:**

Development Services Manager Wes Jenkins presented the preliminary plat for Deserts View Phase 1, an eight lot residential subdivision located south of the Southern Parkway and west of Desert Canyons Parkway, zoning is PD-8. Comments from staff are: 1) The developer will be required to improve Desert Canyons Parkway and Deserts Edge Drive, including the round-about; 2) The developer is proposing to mass grade lots 1-3, 7 and 8 and proposing to leave lots 4-6 undisturbed except where the cul-de-sac needs to be filled or cut; 3) There is a regional trail on the west side of Deserts Edge Drive that will be part of this project; 4) Lot 4 is being proposed as a flag lot; 5) The developer will be required to designate as open space an area equal to 15% of the total area of the subdivision; and 6) The developer is proposing to build a round-about and islands in Deserts Edge Drive. Any landscaping in these will be owned and maintained by the HOA for Desert Canyons.

Councilmember Bunker stated she is concerned about pedestrians walking along the road, it may be a bad decision not to install a sidewalk.

Councilmember Hughes stated the Planning Commission hopes that those walking will use the regional trails. He explained there was a dissenting vote because of a concern regarding the lighting being dim as well there being only one sidewalk.

**MOTION:** A motion was made by Councilmember Hughes to approve the preliminary plat with comments 1-6 from staff.

**SECOND:** The motion was seconded by Councilmember Bunker.

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**PRELIMINARY PLAT:**

Development Services Manager Wes Jenkins presented the preliminary plat for Legends of Cactus Flats, a twelve-lot residential subdivision located along the west side of 2100 East north of 2450 South, zoning is R-1-10. He explained this item has been heard three times at Planning Commission meetings and that it was recommended John Hafen and Glen Bundy work out the issues regarding the road. The road is a proposed master planned roadway on the north side of the project that is planned to extend through the property to 2100 East. The developer is proposing that the roadway not be extended through the property. To do this, the City would require that 2330 South street be vacated from where it currently ends. Planning Commission recommended denial of the Preliminary Plat and the applicant is appealing that recommendation to the City Council.

Councilmember Hughes stated this request is not an easy one. The Planning Commission would like the two property owners to reach an agreement. Options were presented, but neither party agreed. He explained the applicant believes the road is not needed since it stops at the end of his property and Mr. Hafen stated he will need the road when he develops his property.

Roger Bundy stated there will not be enough width to have lots on both sides. He explained both owners have met with City Attorney Shawn Guzman to work something out, but Mr. Hafen does not want to do anything at this time.

John Hafen explained if the master plan road is not used, it will devalue his property. He does not have plans to develop at this time. He stated the City staff presented alternatives that were reasonable to both parties.

Mr. Bundy stated he has not looked at the other options but believes they will not be workable. He explained small homes are not desirable and feels there are not many other options.

Councilmember Almquist commented alternative 3 gives Mr. Bundy twelve lots which is what the proposal is requesting.

Terry Wade, legal counsel for Mr. Bundy stated since the road is master planned, both parties will have to dedicate property in order to build the road.

Mr. Bundy does not believe alternative 3 will provide twelve lots.

City Attorney Shawn Guzman stated the road is a master planned roadway. Mr. Bundy may have to develop in two phases. The City Council has always considered circulation.

City Manager Gary Esplin commented the number of lots gained by a property owner is not guaranteed. The master planned road can be used but not with the plan presented. He stated he would like both parties to work with staff to determine roads, looking at alternatives.

**MOTION:** A motion was made by Councilmember Almquist to table the item to the next regular meeting.

**SECOND:** The motion was seconded by Councilmember Bunker.

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**PUBLIC HEARING/ZONE CHANGE/ORDINANCE:**

**Public Hearing to consider a zone change from PD-Res (Planned Development Residential) to Open Space and to amend the Fossil Hills PD Master Plan by deleting 23.69 acres of PD-Res zoning and replacing it with Open Space Zoning located east of River Road at approximately 3600 South. SITLA, and PCI, Russ Limb, applicants.**

City Planner Ray Snyder stated the request is for a zone change from PD-Res. If approved, various aspects and concerns relating to gypsum mining will need to be addressed as part of the conditional use permit process.

Mayor McArthur opened the public hearing.

Ron Drew, resident, stated he owns property in the area. He does not think using the property for gypsum mining is a good thing. There is blasting with dust and rock with the existing mine and it does affect him currently.

City Manager Gary Esplin stated there may be an enforcement issue if spillage is coming from the truck. He asked the applicant to address the issues.

Mayor McArthur advised this request is only a zone change request.

John Wilson, applicant, stated he is not aware of any spillage, all trucks are to be covered. He would like to be a good neighbor. However, they cannot produce gypsum without blasting.

City Manager asked Fire Chief Stoker if the Fire Department is involved with checking the amount of charge that can be used when blasting.

Chief Stoker stated a blasting permit is issued. At times there have been issues in the past. A seismograph will be used anytime there is blasting near utility or residential.

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Mr. Wilson stated he keeps the seismograph results that can be seen at any time.

Mayor McArthur closed the public hearing.

**MOTION:** A motion was made by Councilmember Almquist to approve the zone change on 23.69 acres to open space zoning.

**SECOND:** The motion was seconded by Councilmember Hughes.

**VOTE:** Mayor McArthur called for a roll call vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**PUBLIC HEARING/CRIMINAL JUSTICE GRANT:**

**Consider approval of the 2013 Justice Assistance Grant for the Police Department.**

City Manager Gary Esplin advised a requirement of the grant is to consider public comment. He explained, the grant in the amount of \$13,869.00, will be used for wireless data transfer software, a computer server, a wireless access point and in-car wifi compatible video cameras. Action does not need to be taken unless public comment requires it.

Mayor McArthur opened the public hearing. There being no public comment, he closed the public hearing.

**PUBLIC HEARING/AMEND BUDGET/RESOLUTION:**

**Public hearing to consider amendments to the 2012-2013 fiscal year budget.**

City Manager Gary advised if anyone was present to speak at the public hearing, he would present the items, otherwise, he would like to keep the hearing open for a while.

Mayor McArthur opened the public hearing and continued it for public comment to be heard later in the meeting.

**HILLSIDE DEVELOPMENT PERMIT:**

City Planner Ray Snyder advised this request goes along with the conditional use permit. Planning Commission recommends approval of an unmanned utility regulator station on the southwest corner of Bluff Street and Snow Canyon Parkway. There was concern with regards to aesthetics. The applicant has designed the station to be as attractive as it can be. He explained that Questar owns the property. The Hillside Review Board supports this project; however, they recommended denial due to a conflict in the density and disturbance standards.

**CONDITIONAL USE PERMIT:**

**Consider a request for a conditional use permit to construct natural gas regulator station on the southwest corner of Bluff Street and Snow Canyon Parkway. Questar Gas, applicant.**

Councilmember Almquist stated Questar needs to understand that the City does not look the other way when cutting into the hillside.

Mr. Snyder read the conditions of the Planning Commission as follows: 1) The site shall be designed as presented as "Concept 8" to the Planning Commission on June 11<sup>th</sup> and the City Council on June 20<sup>th</sup>; 2) The elevation shall be raised a minimum of 4 feet to decrease the amount of cut and fill and to decrease visibility from Bluff Street; 3) Modify the cut slope from 2:1 to 1.5:1 (steeper slope); the slope cross sections as shown on Concept 8 may be 3% (see grading plans); 4) No scar shall be created; the west hillside and east hillside of the site shall be mitigated to blend-in and match the natural undisturbed hillside. This shall be accomplished by a combination of matting, seeding, mulch, and setting rock and rock barriers. Soil colorization and aesthetic mitigation may also be required as presented (by working with a company such as Soil Tech that specializes in this field). The mitigation shall also be designed to not erode and shall be maintained; 5) This site shall have contiguous landscaping complimentary to the design selected by UDOT for the adjacent new interchange (excepting those hillside areas as described in item #4 above). The City Traffic Engineer shall work closely with UDOT and City staff to coordinate this effort; 6) Allow an eight (8') high solid precast wall around the site; 7) Shift the drive approach further west as shown on the June 20<sup>th</sup> presentation to the HSRB; 8) Submit a SPR (Site Plan Review) application along with the required

civil engineering plans for staff review and processing; 9) The ground surface area/aggregate base/rock color shall not be red as shown in the renderings, but shall instead be a color complimentary to the natural environment; and 10) The exposed above ground piping color shall be colored to blend with the natural environment.

Councilmember Hughes advised the item was tabled because of concerns that it would change the look of the overpass. The proposed site is seven acres and will need to disturb up to three acres of the hillside. He explained the applicant presented mitigation efforts to make the site more appealing.

City Manager Gary Esplin stated the other concern is that the property goes to the top of the hill. He believes the best thing would be to continue with the landscaping being used for the interchange.

Mayor McArthur stated that although Quester currently owns the property, portions of it can be sold. He would like to see it remain open space.

Seth Plaizier with Questar Gas explained they are not interested in selling the property nor do they want to develop anymore. With regard to landscaping they will do whatever is requested of the City Council.

City Attorney Shawn Guzman advised Councilmembers can put the condition as part of the conditional use permit, that the applicant come back with landscaping plans.

Mr. Plaizier stated Questar is willing to do whatever is asked of the City Council.

City Attorney Shawn Guzman advised changing the zone and general plan to open space.

**MOTION:** A motion was made by Councilmember Hughes to approve the hillside development permit for Questar Gas for the location on Bluff Street and Snow Canyon Parkway subject to the mitigation of the hillside cut and to table the conditional use permit until there is a landscape plan that the Council will agree to.

**SECOND:** The motion was seconded by Councilmember Bunker.

City Attorney Shawn Guzman explained as long as Questar Gas agrees with the process, they can move forward.

Mayor McArthur stated the conditional use permit will need to come back before City Council for zoning and will have the condition that the rest of the property not be developed.

City Attorney Shawn Guzman stated items 6 and 9 of the previous mentioned conditions will come back before City Council as part of the conditional use permit.

Councilmember Hughes amended his motion to remove conditions of the Planning Commission numbered 6 and 9.

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

City Manager Gary Esplin advised the landscaping should hide the facility and match what is being used on the new interchange. He encouraged the applicant work to with staff to devise a plan.

#### **CONDITIONAL USE PERMIT:**

**Consider a request for a conditional use permit to operate an auto salvage business located at 985 East 700 North. Matt Thomas, applicant.**

City Planner Ray Snyder presented the request for conditional use permit to operate an auto salvage business located at 985 East 770 North Street and also approval for a caretakers unit for security at the same location. He advised the business will not look like a junkyard and will not stock pile cars. Planning Commission recommends approval with the following conditions: 1) The applicant shall maintain the screening of all outside storage from view on 770 North Street. The chain link fencing and slats shall be maintained in good condition. The site line from the street shall prevent seeing any stockpiled materials on site; 2) The applicant shall meet all requirements of the IBC and relevant fire codes; 3) All operations either indoors or outdoors shall



comply with all requirements as set by the City Fire Marshall; 4) The applicant shall drain all vehicular fluids and dispose of as required by the procedures approved by the City Fire Marshall; 5) The applicant shall comply with all applicable SWPPP (Storm Water Pollution Prevention Plan) requirements to avoid any soils or water contamination; 6) The maximum storage height inside or outside of the building shall comply with all requirements as set by the City Fire Marshall; 7) A business license is required and inspection shall be required prior to occupancy; 8) The applicant shall mitigate potential fire hazards such as the removal of any bushes and/or debris on the hillside or yard site to avoid brush or material fires. Work with the Fire Marshall as required; 9) Restrict a caretakers unit to night use only. No full time residence shall be permitted; and 10) Comply with CUP findings.

Matt Thomas, applicant, stated he will be responsible for disposing used oil and will not store anything. He does not plan on stock piling and expects automobiles to move in and out quickly.

Councilmember Hughes inquired about the future of the road.

Mr. Thomas explained the road ends half way into his property. He will share the cost with the adjacent property owner to improve the road.

City Attorney Shawn Guzman advised the roadway is unnecessary at this time. When the time comes, a development agreement can be recorded.

**MOTION:** A motion was made by Councilmember Bunker to approve the conditional use permit with the conditions of the Planning Commission in addition to having a development agreement for the roadway when the time comes.

**SECOND:** The motion was seconded by Councilmember Nickle.  
**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

#### **CONDITIONAL USE PERMIT:**

**Consider a request for a conditional use permit to establish a small café at 3 North Main Street. Leslie Bosworth, applicant.**

City Planer Ray Snyder presented a conditional use permit to establish a small café located at 3 North Main Street. He explained that because the store lacks the required on-site parking, a conditional use permit is required.

Leslie Bosworth, applicant, stated this is something St. George does not have. The café will have a french vintage feel with indoor and outdoor seating and will feature Grandma Tobler's pastries as well as other locally made items.

**MOTION:** A motion was made by Councilmember Almquist to grant the conditional use permit for permission to establish a coffee shop and small pastry shop named Le Café.

**SECOND:** The motion was seconded by Councilmember Nickle.  
**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

#### **BUILDING DESIGN CONCEPTUAL SITE PLAN:**

City Planner Ray Snyder presented the building conceptual site plan for a one story Nissan dealership located at the recently vacated 1700 South Street and adjacent property. He explained the Planning Commission approval with the following conditions: 1) Approval is recommended for an approximately 12,573 sq. ft. single story car dealership building as presented on May 28, 2013 to the Planning Commission; 2) Parking to be verified by staff during plan check to meet ordinance; 3) The architectural theme, colors, and materials are recommended for approval as were presented on May 28, 2013; 4) A SPR (site plan review) application shall be submitted along with the required civil engineering plan sets to the Community Development Department for plan checking and processing; and 5) The site shall be

designed with "dark sky" friendly lighting and will avoid any light pollution to the neighbors. A photometric plan shall be provided along with the SPR application in the civil engineering plan set.

Bill Western, architect for Stephen Wade advised the Nissan Dealership will have a mezzanine floor for parts storage but will not raise the height of the building. In addition, the present Chevrolet/Cadillac building will be changed into a Toyota facility and the existing Toyota building will be remodeled into a Chevrolet/Cadillac facility.

Stephen Wade, applicant, stated Chevrolet would like all dealerships to resemble each other. He is trying to make all brands image compliant by remodeling them.

**MOTION:** A motion was made by Councilmember Almquist to approve the building design conceptual site plan for the Stephen Wade Nissan dealership subject to the recommendations of the Planning Commission.

**SECOND:** The motion was seconded by Councilmember Hughes.  
**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**MOTION:** A motion was made by Councilmember Almquist to approve the building design conceptual site plan for the Stephen Wade Chevrolet/Cadillac changes subject to the recommendations of the Planning Commission.

**SECOND:** The motion was seconded by Councilmember Bunker.  
**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**AGREEMENT:**

**Consider approval of an agreement with Ivins City for public transit service.**

**MOTION:** A motion was made by Councilmember Bunker to approve the agreement as presented in a previous work meeting.

**SECOND:** The motion was seconded by Councilmember Almquist.  
**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

Mayor McArthur advised the route is a commuter route that will go from Sunset Boulevard into Ivins and cannot stop along the way.

**AGREEMENT:**

**Consider approval of a Landscape Maintenance Agreement with Quality Development for maintenance of landscaping on portions of Little Valley Road.**

Development Services Manager Wes Jenkins explained the agreement stated that Quality Development will pay the City's landscape maintenance cost for ten years for landscaping installed by Quality Development in the public right of way along their development's frontage on Little Valley Road. When Sun Valley phase 12 is developed, Quality Development will pay a one time fee of approximately \$63.00 per lot for a total of approximately \$33,000.00.

City Manager Gary Esplin advised the design was approved by the Parks Department.

**MOTION:** A motion was made by Councilmember Almquist to approve the landscape agreement with Quality Development as explained.

**SECOND:** The motion was seconded by Councilmember Hughes.

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

City Manager Gary Esplin moved back to the public hearing on the budget opening.

Mayor McArthur inquired if anyone that would like to speak in the public hearing regarding the budget. There being no public comment, he closed the public hearing.

City Manager Gary Esplin advised that most of the changes to the General Fund have been discussed during the fiscal year. He explained revenues were underestimated and expenditures were over estimated, therefore, the recommendation is to transfer approximately \$3.5 million to the Capital Projects Fund.

**MOTION:** A motion was made by Councilmember Bunker to approve the recommended budget amendments by resolution.

**SECOND:** The motion was seconded by Councilmember Nickle.

**VOTE:** Mayor McArthur called for a roll call vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

#### **LAND ACQUISITION:**

**Consider approval of a land acquisition from Property Reserve, Inc. for the 3000 East, Phase I, Roadway Improvement project.**

Engineering Services Manager Jay Sandberg explained the City has been working with Property Reserve, Inc. to acquire land for the construction of 3000 East. They have accepted the City's offer to purchase 4.1 acres of right of way for \$135,330 which is about 50% of the appraised value. The City will fully improve 3000 East and a portion of 1580 East at the intersection with 3000 East.

**MOTION:** A motion was made by Councilmember Almquist to approve the land acquisition.

**SECOND:** The motion was seconded by Councilmember Hughes.

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

#### **CITY MANAGER CONTRACT:**

**Consider approval of the City Manager's contract.**

Mayor McArthur advised that City Manager's current contract will expire June 30<sup>th</sup>. He recommended to give the City Manager a 4% increase to bring his annual salary to \$149,604.82 in addition to cashing out an additional 32 hours of paid time off.

**MOTION:** A motion was made by Councilmember Nickle to approve the contract.

**SECOND:** The motion was seconded by Councilmember Almquist.

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

#### **APPOINTMENTS:**

Mayor McArthur recommended that he would like to appoint Tom Culver to the St. George Housing Authority Board to replace Gary Carter.

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**MOTION:** A motion was made by Councilmember Bunker to appoint Tom Culver to St. George Housing Authority Board.  
**SECOND:** The motion was seconded by Councilmember Almquist.  
**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**MINUTES:**  
**Consider approval of the minutes of the City Council meeting held on May 16, 2013.**

**MOTION:** A motion was made by Councilmember Almquist to approve the minutes with a change to page 10, line 45; he would like it to read "he was opposed to this road continuing to the west".

**SECOND:** The motion was seconded by Councilmember Bunker.  
**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**MINUTES:**  
**Consider approval of the minutes of the City Council meeting held on May 23, 2013.**

**MOTION:** A motion was made by Councilmember Hughes to approve the minutes as presented.

**SECOND:** The motion was seconded by Councilmember Almquist.  
**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**MINUTES:**  
**Consider approval of the minutes of the City Council meeting held on May 29, 2013.**

**MOTION:** A motion was made by Councilmember Bunker to approve the minutes as presented.

**SECOND:** The motion was seconded by Councilmember Hughes.  
**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**MINUTES:**  
**Consider approval of the minutes of the City Council meeting held on May 30, 2013.**

**MOTION:** A motion was made by Councilmember Hughes to approve the minutes as presented.

**SECOND:** The motion was seconded by Councilmember Almquist.  
**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye



The vote was unanimous and the motion carried.

**ADJOURN TO REDEVELOPMENT AGENCY MEETING:**

**MOTION:** A motion was made by Councilmember Hughes to adjourn to a Redevelopment Agency Meeting.

**SECOND:** The motion was seconded by Councilmember Almquist.  
**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**CLOSED SESSION:**

**MOTION:** A motion was made by Councilmember Bunker to adjourn to a closed session to discuss possible litigation and property purchase.

**SECOND:** The motion was seconded by Councilmember Almquist.  
**VOTE:** Mayor McArthur called for a roll call vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

The meeting then adjourned after the closed session.

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Christina Fernandez, City Recorder

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**ST. GEORGE CITY COUNCIL MINUTES  
WORK MEETING  
JUNE 27, 2013  
ADMINISTRATIVE CONFERENCE ROOM**

**PRESENT:**

Mayor Daniel McArthur  
Councilmember Jon Pike  
Councilmember Jimmie Hughes  
Councilmember Gil Almquist  
City Manager Gary Esplin  
Deputy City Attorney Paula Houston  
City Recorder Christina Fernandez

**EXCUSED:**

Councilmember Gail Bunker  
Councilmember Ben Nickle

**OPENING:**

Mayor McArthur called the meeting to order and welcomed all in attendance. The pledge allegiance to the flag was led by Councilmember Pike and the invocation was offered by Mayor McArthur.

Mayor McArthur advised item 4, the presentation regarding outdoor art in the Downtown area will not be presented.

**ORDER:**

**Consider approval of an order prohibiting fireworks in designated areas of the City.**

City Manager Gary Esplin stated he believes dryness throughout the City is worse this year than last year. He presented a map showing the recommended restrictions.

Mayor McArthur advised citizens can go to the City's website to find an interactive map.

Councilmember Pike explained he had a citizen voice concerns regarding a wash area near their house. He inquired if it was covered by the restricted areas.

Fire Chief Robert Stoker advised he will look at that as the area may be included in the restricted areas.

Councilmember Pike stated what was in place last year worked well.

**MOTION:** A motion was made by Councilmember Almquist to approve the order prohibiting fireworks as shown on the map.

**SECOND:** The motion was seconded by Councilmember Hughes.

Councilmember Pike would like to add that Fire Chief Stoker can restrict other areas as he sees fit.

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Pike - aye  
Councilmember Almquist - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**PRESENTATION FROM THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT:**

Ron Thompson, General Manager of the Water County Water Conservancy District, presented a power point presentation that covered the following topics: Washington County Water Analysis; United States Drought Monitor; Current Water Levels in Southern Utah; Growth Rate; Washington County Tourism; Renewable Water Resource Summary; Conservation; Current Conservation Measures; 2010 Gallons per Capita Use by City; 2010 Residential Gallons per Capita Use by City; Water Demand and Capacity; GOPB Estimates (Plus); What happens if Washington County is required to reduce its cost of allocation from existing sources?; Economics of Water; and In Conclusion.

City Manager Gary Esplin asked Mr. Thompson to address the reuse issue.

Mr. Thompson stated that one of the County's projects is to put a reservoir in Warner Valley. They have a secondary network that connects the reuse plan from Gunlock through Santa Clara into St. George. If they had storage on the east side they can move water from Gunlock to Warner Valley. He advised the first public hearing regarding Lake Powell will be held on July 25<sup>th</sup>.

**PRESENTATION ON THE NERC RELIABILITY REGULATIONS AND STANDARDS:**

NERC/FERC Compliance Specialist Becky Rivera presented a power point presentation that covered the following topics: Reliability and Accountability For the Bulk Electric System; History; General Information; Chain of Command; NERC's 8 Regions; BES Registered Functions; 14 Standards Categories With more than 1,000 Requirements; Severity Level Matrix; Violation Penalties; and 12 Most Violated Standards January - December 2012; 20 Most Violated Standards 2007-2012.

**CLOSED SESSION:**

**MOTION:** A motion was made by Councilmember Almquist to adjourn to a closed session to discuss possible litigation.

**SECOND:** The motion was seconded by Councilmember Hughes.

**VOTE:** Mayor McArthur called for a roll call vote as follows:

Councilmember Pike - aye  
Councilmember Almquist - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

The meeting then adjourned after the closed session.

**NOTICE OF REGULAR MEETING OF THE CITY COUNCIL  
OF THE CITY OF ST. GEORGE,  
WASHINGTON COUNTY, UTAH**

**Public Notice**

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers, 175 East 200 North, St. George, Utah, on Thursday, August 1, 2013 commencing at 4:00 p.m.

The agenda for the meeting is as follows:

Call to Order  
Invocation  
Flag Salute

1. CONSENT CALENDAR - None scheduled
2. BID OPENINGS
  - A. Consider approval of an agreement with Royal T Enterprises to install a traffic signal at 250 North Red Cliffs Drive.
  - B. Consider award of bid for stone medallions and awards for the marathon.
  - C. Consider award of bid for a submersible pump for the Ledges #1 well.
3. PUBLIC HEARINGS
  - A. Public hearing to consider a zone change from Mining & Grazing and A-1 to R-1-10 on 53.4 acres and to R-1-8 on 21.6 acres located north of Crimson Ridge Drive and east of 3000 East Street. Development Solutions, applicant.
  - B. Public hearing to consider an amendment to the Planned Development Commercial zone for Star Nursery located at 1335 S. Dixie Drive by adding "the sale of decorative rock and gravel" to the list of permitted uses in this zone. Star Nursery, applicant.
  - C. Public hearing to consider an amendment to Title 10, Chapter 7B, St. George City Code, to provide for lot-size averaging in the R-1-8 zone.
4. ORDINANCES
  - A. Consider approval of an ordinance changing the zone from Mining & Grazing and A-1 to R-1-10 on 53.4 acres and to R-1-8 on 21.6 acres located north of Crimson Ridge Drive and east of 3000 East Street.
  - B. Consider approval of an ordinance amending the Planned Development Commercial zone for Star Nursery located at 1335 S. Dixie Drive by adding "the sale of decorative rock and gravel" to the list of permitted uses in this zone.
  - C. Consider approval of an ordinance amending Title 10, Chapter 7B, St. George City Code, to provide for lot-size averaging in the R-1-8 zone.
5. RESOLUTIONS - None scheduled
6. STAFF REPORTS
  - A. Consider approval of an amendment to the incentive agreement with Berry Manufacturing.
  - B. Consider approval of a special event permit fee waiver and park rental fee waiver for use of Vernon Worthen Park for the Global Citizen Year Benefit Concert. Nanette Glauser, applicant.
  - C. Consider approval of a construction agreement with Dream Weaver Specialties to create artistic monuments.
  - D. Consider approval of an agreement with H.W. Lochner, Inc. to design roundabouts for the intersections of 400 East Tabernacle and 600 West Tonaquint Drive.

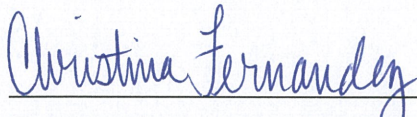


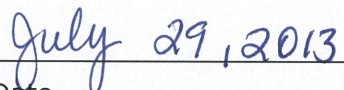
- E. Appointments to boards and commissions of the City.
- F. Request a closed session.

7. MINUTES

- A. Consider approval of the minutes of the City Council meeting held June 20, 2013.
- B. Consider approval of the minutes of the City Council meeting held June 27, 2013.

8. ADJOURNMENT

  
\_\_\_\_\_  
Christina Fernandez, City Recorder

  
\_\_\_\_\_  
Date

REASONABLE ACCOMMODATION: The City of St. George will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs. Please contact the City Human Resources Office, 627-4674, at least 24 hours in advance if you have special needs.



**ADDENDUM TO THE CITY COUNCIL MEETING AGENDA  
OF THE CITY OF ST. GEORGE,  
WASHINGTON COUNTY, UTAH**

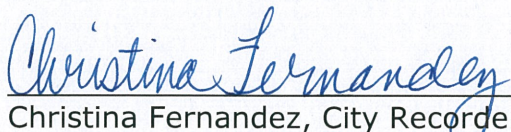
**Public Notice**

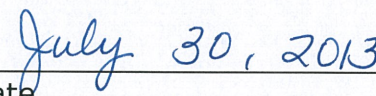
Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting at the St. George City Office, City Council Chambers, 175 East 200 North, St. George, Utah, on Thursday, August 1, 2013 commencing at 4:00 p.m.

The addendum to the agenda is as follows:

5. RESOLUTIONS

- A. Consider approval of a resolution regarding the operation of the City Animal Shelter.

  
Christina Fernandez, City Recorder

  
Date

**REASONABLE ACCOMMODATION:** The City of St. George will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs. Please contact the City Human Resources Office, 627-4674, at least 24 hours in advance if you have special needs.